

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22104
Docket Number SG-22076

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Western Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the **General** Committee of the Brotherhood of Railroad Signalmen on the Western Pacific Railroad Company:

(a) **The** Western Pacific Railroad Company violated the Agreement between the Company and its **Employees**, represented by the Brotherhood of Railroad Signalmen, effective September 1, 1949 (Reprinted and Revised) (July 16, 1975) particularly Rule 86.

(b) The position of TCS Maintainer-Sacramento East, presently assigned to Mr. D. P. **Withrow** be readvertised as a new position, in accordance with the **request** of the Local Chairman dated April 3, 1976.

/Carrier file: Case No. 10534-1976-BRS/

OPINION OF BOARD: Claimant D. P. **Withrow** was assigned position of **TCS** Maintainer, Sacramento East by Notice dated March 1, 1976. At that time the territorial limits of Sacramento East were as follows: from **MP** 139.8 to **MP** 178.3. Thereafter by Notice of March 11, 1976 Carrier made a change in the territorial limits of **Sacramento** East to the following: **MP** 139.3 to **MP** 175.6. Under date of March 29, 1976 Mr. **Withrow** requested his **Local** Chairman to invoke Rule 86 of the Agreement and have the **position** readvertised. Rule 86 reads as follows:

"When a change is made in the location of a signal maintainer's headquarters, when a signal maintainer's territorial limits are materially changed, or when headquarters are changed from outfit cars to trailers, or vice versa, the position shall be readvertised as a new position when so requested by the Local Chairman. Such request **must** be made in writing to Signal Engineer within twenty (20) calendar days from date of change. The Local Chairman shall not make such a request until the incumbent of the position notifies the Local Chairman in writing that he wants to vacate the position.

"The incumbent of the position to be vacated shall remain **on** the position **until** relieved by the **successful** applicant or advised by proper officer of date of relief."

Carrier declined to readvertise the position and asserted that **Rule 86** did not apply to the particular change in territorial limits. The Organization contends that this was a "material" change because of 1) the mileage change per se and 2) the mileage change brought about a **change** of equipment to be serviced with the territory.

Our review of the express language of **Rule 86** persuades us that it was not violated in this case. The **Rule** insofar as invoked herein is applicable to material **changes** in territorial limits. The very heading of the rule as well as other covered occurrences referenced in the **Rule** all connote a geographical application. We can find nothing **in** that clear language to support the Organization's suggestion that a **change** of job content such as allegedly occurred here is within its coverage. Restricting our view therefore to so much of the change as was "territorial" we are not persuaded that a material change took place. Close analysis shows that Claimant's old territory was cut by 2.7 miles on the East end and one-half mile was added on the West end, for a net reduction of 2.2 miles. In our judgment this does not constitute "when a signal **maintainer's** territorial limits are materially changed." When used as an adverb as **in Rule 86** "materially" means "to a great extent, considerably, substantially." The change at issue herein was not of that nature and accordingly **Rule 86** was not brought into play.

FINDINGS: The Third Division of the **Adjustment** Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the **Employees** involved in this dispute are respectively Carrier and **Employees** within the **meaning** of the **Railway** Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction **over** the dispute involved herein; and

That the Agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 16th day of **June 1978.**