

Award No. 16927

Docket No. SG-17644

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

UNION RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Railroad Company that:

The jobs which are currently held by Messrs. R. S. Gallagher, W. F. Freidhof, and R. J. Hays (or any successors) be advertised for bid or discontinued and these men placed on their jobs as they were before they were unilaterally given the responsibility for maintenance of a division and assigned trucks to drive. [File: U-041]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose when the Carrier changed the territory and working conditions of two leading signalmen and an assistant foreman in violation of the existing Agreement and without negotiation with the Representative of the Employees.

Prior to 1964, Claimants were assigned a specific interlocking plant location to maintain. In order to fill a position such as Claimants were assigned to, it was necessary to pass a special written test designed for the particular position held.

Claimants had passed the special written test designed for the interlocking plant location, for which they had bid and been assigned in accordance with the Signalmen's Agreement.

In 1964, all positions were abolished and readvertised at a central signal department Headquarters point. Claimants Gallagher, Freidhof and Hays bid on and were assigned their respective classifications. From the headquarters point they were sent each day to perform their former duties.

In January 1967, the Carrier divided the Railroad into three divisions, (North, South and Central) and made each of the Claimants responsible for the maintenance of one of the divisions. Each was given a motor vehicle and given the responsibility of planning the work schedule in connection with the maintenance of the division to which assigned.

This action was taken by the Union Railroad without any consultation with the Representative of the Employees.

In a letter dated July 14, 1967, the above grievance was declined by the office of the Assistant to Vice President and General Manager. This letter is submitted as Carrier's Exhibit D.

As the Carrier understands the employees' grievance, they are contending that the agreement was violated when the three employees were assigned to specific duties in the three divisions and as a result, they contend that the three positions should be advertised.

(Exhibits not reproduced.)

OPINION OF BOARD: Because of certain organizational changes instituted by the Carrier, the three named Claimants were given additional duties as a result of which they have submitted the instant claim requesting that their jobs as now constituted either be advertised for bid or discontinued. In the event that they are discontinued, they pray that they be given their initial jobs with their attendant duties and responsibilities.

The Petitioner in the Ex Parte Submission has alleged a violation of Rule 8 (Seniority), Rule 10 (Classification) and Rule 13 (Advertising Positions).

As we view the record before us, the question to be resolved is whether Carrier, by assigning new responsibilities and duties to the three Claimants, effectively and substantially so changed the original jobs that they now can be described as new positions. If we give an affirmative answer to this question, the Carrier should have advertised these positions in accordance with the provisions of Rule 13.

The evidence before us however, indicates the opposite to be the case, that is, that the additional duties, and there is no dispute that they fall within that which is generally recognized as Signalmen's work, were not of such importance and magnitude that they changed the essential nature of the jobs themselves.

The Petitioner has the burden of proving that Carrier in effect has established new positions. The evidence to sustain this theory is lacking and we are accordingly left with no alternative other than to deny the claim as submitted.

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.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 29th day of January 1969.