

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. Paulos
Executive Secretary

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