

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26502
Docket Number SG-25186

Robert W. McAllister, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Burlington Northern Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Railroad: [General Chairman file: F-82-284. Carrier file: SI 82-6-3C]

On behalf of Mr. M. A. Graves, Signalman, Gang 4, headquartered at Springfield, Missouri, for moving expenses and benefits as provided in Rule 31 of the Agreement between the St. Louis-San Francisco Railway Company and the Brotherhood of Railroad Signalmen (Rule 32 of the Burlington Northern - Brotherhood of Railroad Signalmen Agreement) on account of the Carrier making a technological, operational, or organizational change."

OPINION OF BOARD: On December 9, 1981, the General Chairman wrote the Carrier's Superintendent of Signals and noted that four men assigned to Gang 4 had been transferred to Signal Gang 4A. He requested the Carrier bulletin these positions in accordance with Rules 36 and 37. On January 7, 1982, the Superintendent of Signals notified the General Chairman that the positions had been bulletined. M. A. Graves, the Claimant, a Signalman on Gang 4 had his job abolished. Thereafter, he was unable to hold a position at Springfield, Missouri, and had to displace onto Gang 6A headquartered in Amory, Missouri. A claim for \$1,281.08 for expenses and benefits was filed on the Claimant's behalf citing Rule 31 as support, contending that an organizational change had been made.

The Carrier, in resisting this claim argues that the only reason for abolishing positions on Gang 4 and bulletining an equivalent number of positions on Gang 4A was the December 9 request of the General Chairman. By way of background, the Carrier explained Gang 4 had existed for some 25 or more years. By practice, all of the gang positions of Signalmen headquartered at Springfield were bulletined as Gang 4 until 1977. Effective October 1, 1977, Rule 4 of the controlling Agreement limited the number of Signalmen a Gang Foreman could supervise to seven (7). As a result, Gang 4A was established with the same headquarters, territory, and responsibility as Gang 4. Thereafter, for several years, the Signalmen assigned to Gangs 4 and 4A were assigned work under the direction of either Foreman, as needed. According to the Carrier, Rule 41 is the only Agreement provision specifying when a position must be rebulletined. Rule 41 reads as follows:

"A position shall be rebulletined when change is made in (1) rest day(s), (2) location of headquarters, (3) pay basis, from monthly to hourly rate or from hourly to monthly rate, or (4) when the territorial limits are materially changed."

The Carrier argues there was no change in assigned duties attributable to an operational change. There was no rearrangement or combining of territories nor were the rest days, hours of service, headquarter or pay basis involved. The Organization points out that both Gangs reported to Signal Supervisor Cadwell prior to the issue arising. It claims that, in November, the Carrier transferred several employees in Gang 4 to Gang 4A. Thereafter, this claim was filed.

The record establishes that, on June 3, 1982, the Organization, by letter, asserted that, due to a realignment of Supervisors, Gang 4 was instructed to report to Cadwell and Gang 4A to Bowden. The Organization stated Cadwell was placed in charge of everything West of a line through Springfield (North/South) and Bowden was in charge of everything East of the line. These statements were not challenged on the property.

Despite Carrier's assertion that nothing transpired which would have required the rebulletining of the positions in question, the Superintendent of Signals affirmed in his March 8, 1982, response to the claim that, when it became necessary for the two Foremen to report to different Supervisors, these men were divided equally between them. This Board finds that Division to be a significantly different arrangement than the referred to practice of working the Signalmen of the two Gangs interchangeably. It is undisputed that, prior to the division, both Gang Foremen reported to the same Supervisor, and the territory was the same for both Gangs. After the division, the Foremen reported to different Supervisors, and each Foreman was assigned a specific part of the previously undivided territory.

But for Carrier's rearrangement of its chain of command requiring the two Gang Foremen to report to different Supervisors and dividing a previously interchangeable territory, the Claimant would not have been required to change his residence. We do not view the above circumstances as a simple and normal exercise of seniority. Rather, based on the record as a whole, we find the evidence supports a holding that the Carrier's actions constituted an organizational change.

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

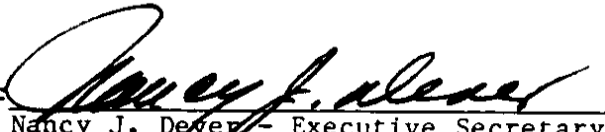
That the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of September 1987.