

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36941
Docket No. SG-36517
04-3-01-3-30**

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

Claim on behalf of T. House to have his position of Signal Maintainer at Hastings, Nebraska advertised for seniority choice and to allow the Claimant to exercise his seniority. Account Carrier violated the current Signalmen's Agreement, particularly Rule 32, when it made a material change in the Claimant's assigned territory and then failed to re-advertise the position for seniority choice when requested to do so by the Claimant. Carrier's File No. 1217572. General Chairman's File No. N32-019. BRS File Case No. 11485-UP."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

There is no monetary claim involved in this case. The dispute had its origin in a letter dated December 12, 1999, from the Organization in which a request was made on behalf of the Claimant to have his Signal Maintainer position at Hastings, Nebraska, re-advertised “. . . because of the unit count increase that has been imposed on his existing territory.” The request was based on the provisions of Rule 32, which reads as follows:

“RULE 32 - SIGNAL MAINTAINERS HEADQUARTERS

Signal maintainer headquarters will be at a tool house or shop area which will be provided with suitable lockers and other facilities required to properly perform his duties and will be kept in good and sanitary condition. Reasonable washing and toilet facilities will be provided on request and when considered necessary.

When a change is made in the location of a signal maintainer's headquarters or when a signal maintainer's territorial limits are materially increased, or when the starting time is changed more than two (2) hours or when one or both of the rest days are changed, the position will be re-advertised as a new position when so requested by the incumbent through the local chairman. Such request must be in writing and made within twenty (20) calendar days from date of change.

The incumbent of the position to be re-advertised will remain on the position until assignment is made, and he will then make his displacement in accordance with Rule 58.”

The unambiguous language of Rule 32, especially the second paragraph thereof which is of primary concern in this case, clearly outlines the specific changes which trigger an application of this Rule. The Rule clearly mandates that the request to re-advertise the position must be made “. . . within twenty (20) calendar days from date of change.”

The record of this case contains no date on which the alleged change was made. The Carrier argued without contradiction that the upgrading of the Signal System which impacted the "unit count" on the territory had been in progress over a five-year period. Clearly, this request to re-advertise the position was untimely.

The record further shows that the term "unit count" is not found in the language of Rule 32. It is uncontested that there was no change made in the position's headquarters location; in the territorial limits of the position; in the starting time of the position; or in the rest days of the position. In short, nothing happened to this position which would cause it to be re-advertised even if a timely request had been presented on behalf of the Claimant.

There is no merit to this grievance and it is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 22nd day of March 2004.