

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37860
Docket No. SG-37685
06-3-02-3-780

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

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

STATEMENT OF CLAIM:

- "1. Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific (UP).
2. Claim on behalf of K. L. Crisman, for his right to make a displacement in accordance with Rule 58, account Carrier violated the current Signalmen's Agreement, particularly Rule 32, when it made a material change to the Claimant's territory and moved the Claimant's headquarters when he returned to work from a medical leave of absence on November 13, 2001. Carrier's File No. 1292094. General Chairman's File No. N32-245. BRS File Case No. 12389-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.

On November 20, 2001 the Organization submitted the instant claim. The claim alleged that Rule 32 permitted the Claimant to exercise displacement rights because, "... claimant was notified by his manager that there was a change in tool house/headquarters and of a significant material change in territory." In addition to Rule 32, the claim cited Rules 56, 58, 64, and 80 of the Agreement. Rule 32 is the only relevant Rule in this case. It 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 made available. Light and heating 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.

It is recognized that the Carrier may combine maintenance territories and assign more than one maintainer to the territory in terminals and

areas containing parallel main lines. It is further recognized that the Carrier may combine territories and maintainers on single track main lines if there is an operational need. If the parties are in disagreement regarding the combination of territories and work for a single main line track, the Carrier may nevertheless put the assignments into effect, subject to the right of employees to process the dispute as a grievance or claim under this agreement."

While the Claimant was off on sick leave, the Carrier changed the territory of his Signal Maintainer's position. The Organization alleges that the headquarters of the assignment also was changed.

Originally the Claimant was assigned the territory from MP 221 east to MP 198.41 with headquarters at Elm Creek, Nebraska. After the change was made the Claimant's territory was from MP 221 west to MP 235.4 with headquarters at Elm Creek.

While the Organization claims the headquarters of the assignment was changed to Lexington, the Carrier denies that as being so. It furnished the Organization with a copy of the Claimant's work history dated July 15, 2002 that shows the Claimant headquartered at Elm Creek. The Carrier does admit that it told the Claimant that he could use the tool house at Lexington, the Claimant's home town, if he so desired.

It is the Organization's burden to prove that the Agreement has been violated. Under the provisions of Rule 32 there are three ways that changes in Signal Maintainers' jobs may be re-advertised. One, a change in headquarters; two, when a Signal Maintainer's territory is materially increased; and, three, when the starting time is changed by two or more hours.

At first glance one might say that the Claimant's job was materially changed because the Claimant's new work was west of Elm Creek instead of east. However, changes like those in this case are not specified in the Rule to require the job to be re-advertised.

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The record is clear. The Claimant's headquarters was not changed, the mileage of the territory was not materially increased, nor was the starting time changed. Thus, the Organization failed to prove that the Agreement was violated.

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 1st day of August 2006.