

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 42447  
Docket No. SG-42110  
16-3-NRAB-00003-130012**

The Third Division consisted of the regular members and in addition Referee Roger K. MacDougall when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(  
(Northeast Illinois Regional Commuter Railroad  
( Corporation (Metra)

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Railroad Corp.:**

**Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Railroad Corporation, for Carrier to rescind awarded positions 11-0382, 11-0383, 11-0388, 11-0389, 11-0390, and 11-0391, and correctly re-advertise said positions, attaching each second shift position to its designated first shift position, account Carrier violated the current Signalmen’s Agreement, particularly Rules 10 and 48, when it improperly created these second shift positions where no designated first shift position existed in the classification of “FRA Testman,” a classification which does not exist in the CBA. This claim is continuing in nature and is for all subsequent “second shift” positions Carrier improperly bulletins in this fashion. Carrier’s File No. 11-21-808. General Chairman’s File No. 22-S-11. BRS File Case No. 14810-NIRC.”**

**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.

This case involves the bulletining of signal testing positions. It is undisputed that, on August 2, 2011, the Carrier bulletined positions for 2<sup>nd</sup> shift signal testing. The Organization says that the Carrier violated Rule 10 of the Collective Bargaining Agreement (CBA) by not linking this 2nd shift position to a particular 1st shift. The Organization says a further violation occurred, this time of Rule 48, when the Carrier called the position "FRA Testman," which, it says is not a proper position outlined in the CBA.

The Rules in question, state, in relevant part:

**RULE 10 – STARTING TIME**

(a) The starting time of the work period of all employees, where one shift is worked, or the first shift where two or three shifts are worked, shall be established between the hours of 6:00 a.m. and 8:00 a.m., consistent with the requirements of the service. The starting time of employees shall not be changed without first giving the employees affected sixteen (16) working hours' notice. Starting time shall not be temporarily changed for the purpose of avoiding overtime.

(b) A second shift may be started up to two (2) hours prior to the expiration of the first shift or at any time thereafter, but not later than twelve midnight.

(c) Changes in starting time will be made in conformity with the Standards of Time whereby time is advanced one (1) hour on the last Sunday in April and set back one (1) hour on the last Sunday in October. Such changes shall not be considered grounds for claiming overtime or cause for readvertisement of the positions.

**RULE 48 – BULLETIN UNIFORM STANDARD FORM**

**Rule 48 provides a standard form for the bulletining procedure, which, for the purposes of this Award, need not be reproduced here.”**

**The Carrier says that there is no requirement to link a specific second shift bulletin, to a particular 1st shift one – only that the second shift location must be headquartered at a location which has a first shift. With respect to the “FRA Testman” allegation, the Carrier says this never happened – they say the bulletins specified “Testman – Rule #1,” which, they say, is in accordance with Rule 1 of the Agreement.**

**There is evidence on the record that there is a first shift at the locations in question for a variety of Signal positions. It is also clear, from the record that the timing of these first shifts is in accordance with the clear language of the Agreement.**

**The allegation that each second shift bulletin must be tied to a first shift is not supported by the language of Rule 10. It says that “a second shift may be started . . . .” within certain time frames. It has no requirement to link any such second shift to a particular first shift. Therefore, in this case, the Organization has failed to meet its burden of proof.**

**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 31st day of October 2016.**