SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE) Union Pacific Railroad Company and Brotherhood of Railroad Signalmen

QUESTION AT ISSUE: Do the provisions of Article II, Section 3, of the Nonoperating Employes Agreement of February 7, 1965, entitle the carrier, without further agreement with the organization, to utilize protected signal engineer force employes, whose work has had to be suspended because of inclement weather, for other work within their craft lines and within the limits of their seniority district irrespective of a prior rule in the schedule agreement limiting the use of such signal engineer forces, without agreement with the organization, to projects involving a minimum total expenditure of $200,000?

OPINION OF BOARD: As a result of Third Division Award No. 17098, this dispute is before this Board to determine whether Carrier was in violation of Article II, Section 3 of the February 7 Agreement which provides:

> "When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose."

Essential to this inquiry is whether the temporary utilization of these employes was consistent with "existing seniority rules". The Organization contends that Rule 21 (b), an existing seniority rule, was violated because the employes were used on a project of less than $200,000.

Rule 21 (b) provides:

> "RULE 21. USE OF SIGNAL ENGINEER'S FORCES. (b) Except for emergency situations, the use of signal engineer's forces will be limited to projects involving a minimum total expenditure of $200,000. This does not preclude the use of signal engineer's

> "forces on a project involving a total expenditure of less than $200,000 by mutual agreement between the general chairman and chief engineer." (Underscoring added.)

The basis for the Organization's contention is that the $200,000 figure referred to signal work only and not to the total cost of the project.

Despite its contention on the property that this was "a work order of less than $200,000" (Underscoring added), the only evidence in the record was a copy of a Work Order Authority, dated December 8, 1964, in the amount of $396,860.

In addition, the Organization did not refute Carrier's letter of October 19, 1966 which stated in part:

> ..."It is our further position that the bare language of Rule 21 (b) is well defined in permitting use of signal engineering forces on projects involving a minimum total expenditure of $200,000. Our review of the history of this provision develops that it first appeared as a negotiable item for inclusion in the work agreement revised April 1, 1962, that the origin and intent of the provision is well documented on the property and that the provision was explicit in providing a minimum total expenditure applicable to the entire total expenditure of the project and was not restricted to any phase of the construction..."

On the basis of the language of Rule 21 (b) and the record, the Board concludes that the $200,000 figure refers to the total expenditure of the project and not just the cost of the signal work.

AWARD

The answer to the question submitted to this Board is in the affirmative, and the claim is denied.

Nicholas H. Zumas
Neutral Member

Dissent by Labor

Dated: Washington, D. C.
November 12, 1969