

Award No. 3144
Docket No. 2893
2-P&LE-TWUOA-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**TRANSPORT WORKERS UNION OF AMERICA, A. F. L.-C. I. O.
RAILROAD DIVISION**

**PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, THE
LAKE ERIE AND EASTERN RAILROAD COMPANY, THE**

DISPUTE: CLAIM OF EMPLOYES:

That it is inconsistent with the present agreement for the Carrier to post bids for jobs as the Carrier is now doing.

That the Carrier discontinue the practice now put into effect when bids are posted and to follow the set-up of the present agreement as it is spelled out in Rule 39, paragraph (c).

EMPLOYES' STATEMENT OF FACTS: That in the past when bids for jobs were posted only location was shown and not locations. Employees' Exhibit No. 1.

That the carrier has now changed this set-up and put on all bids "Job is subject to call or duty in all yards" or words to that effect. Employees' Exhibit No. 2.

That this dispute arose at Glassport, Pa.

That the organization does have a rule in the present agreement that spells out how jobs will be advertised.

That the Railroad Division, Transport Workers Union of America, AFL-CIO, does have a bargaining agreement, effective May 1, 1948 and revised March 1, 1956, with the Pittsburgh & Lake Erie Railroad Company and the Lake Erie & Eastern Railroad Company, covering carmen, their helpers and apprentices, (Car & Locomotive Departments), a copy of which is on file with the Board and is by reference hereto, made a part of these statement of facts.

not shown on the job advertisements. The organization had never objected to this in the past.

The carrier has further shown that the phrase to which the organization now takes exception, "and is subject to call or duty in all yards," does not violate Rule 39 (c) of the carmen's agreement, but in reality is necessary to clarify the requirements of the assignment and properly define its location.

Awards of the Third Division, National Railroad Adjustment Board, have been cited by the carrier to support its position in this case.

The carrier respectfully submits that the agreement has not been violated and the Board should so hold.

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employe 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 January 17, 1957, the carrier bulletined a temporary vacancy in the position of car inspector at Riverton Yard with a specification "subject to call or duty in all yards". The employees claim that such specification is a violation of Rule 39 (c), which is as follows:

"When jobs are bulletined, the hours of service, assigned rest days, rate of pay and location will be shown."

It is shown that the intent of the specification was limited to performance of service within the seniority district. In this particular district there are six points where car inspectors are assigned and it has been the custom for car inspectors to accompany locomotive crews to industry yards or other yards within the seniority district to perform service as required. The employees now contend that the insertion of the word "location" in the rule in 1956 prohibits the use of car inspectors in other yards where can inspectors are assigned.

Rule 39 ((c) does not govern the manner, method or type of service which may be required of an employe, nor alter the prior practice on bulletining jobs and making work assignments. It simply establishes the minimum information necessary on job bulletins. The specification of location must be deemed to conform to the established custom of a fixed point to go on and off duty, rather than as a limitation of the geographical boundaries within which service is to be performed. The latter is not possible because all admit that service must be performed in industry yards and on line of road.

The only service boundaries established by the agreement are the seniority districts, so, it makes no difference whether the specification involved appears on the bulletin or not, the employe can be required to perform service within this seniority district as needed.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of March, 1959.