

The Second Division consisted of the regular members and in addition Referee David Dolnick when award was rendered.

Parties to Dispute: ( Brotherhood Railway Carmen of the United States and Canada  
( The Louisville and Nashville Railroad Company

Dispute: Claim of Employes:

1. That the Louisville and Nashville Railroad Company violated the General Rules Agreement Rule 18, to be specific when they abolished the positions on Track 7 at the Carriers South Louisville Shops at the close of shift Friday, January 12, 1979, and reestablished the position on Track 7 in Job Bulletins No. 1. and 2., dated January 4, 1979, to be let January 11, 1979.
2. Accordingly, it is requested that the Louisville and Nashville Railroad Company reinstate the positions to that which they were prior to the effect of the job abolishment.

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 employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

On March 25, 1977, the Carrier posted Bulletins 82 through 103, each advertising a new position or positions, each advising the hourly rates of pay, the assigned hours and days, and each describing the duties of the new position. All of these positions were assigned to Track No. 7. By notice dated January 4, 1979, all of those positions were abolished.

Bulletin No. 1 dated January 4, 1979, advertised eighteen (18) new Combination Torch and Welder positions on Track No. 7 South and described the duties as "Repairing miscellaneous freight cars. Keep area clean and other carman duties assigned". Bulletin No. 2, bearing the same date, advertised fifteen (15) new Combination Torch and Welder positions on Track No. 7 North. The job description is the same as in Bulletin No. 1.

Employes admit that there was no reduction in the work force. They allege only that the Carrier abolished the positions advertised in Bulletins 82 through 103 "for the sole purpose of trying something new by the Manager of the Car Shop who had recent to January 4, 1979, attained that position, no other plausible reason was given".

Employes also contend that Bulletins 1 and 2 do not sufficiently describe the duties of the posted positions and that this adversely affected the seniority bidding rights of the involved employes. All of this, argues the Employes, is in violation of Rule 18(a). In support of its position, Employes have cited several prior awards which allegedly sustain their contention. None of these are applicable to the facts before this Board.

Employes emphasize the following findings in Second Division NRAB Award No. 2294:

"The prime objective of bulletining positions required by Rule 12(e) is to enable employes eligible therefor to intelligently exercise their seniority rights thereto, as Rule 12(b) provides they may, if they find such position to be desirable ... This would require such bulletin to contain at least information regarding hours of duty, the work and rest days thereof and the duties to be performed. We think, when a vacancy arises on an existing job and it is bulletined as such, that an assignment thereto carries with it the hours of duty, work days and rest days, together with duties that were regularly assigned to and performed by the previous occupant thereof. This does not mean that by establishing a position and assignment certain duties thereto that thereby they become permanently fixed. Carrier can reorganize its work whenever it finds necessity for doing so, and may change the duties of a position but, when it does so, it becomes a new job for the purpose of Rule 12(b) and when bulletined in accordance with Rule 12(e) that fact must be evident from the information contained therein. If this were not true seniority would have little value for employes bidding on either new jobs or vacancies ... (Emphasis by Employes).

The claim in Award No. 2294 was by an employe who said that he was "unjustly deprived of his seniority rights when the Company failed to assign him to Job No. 29 advertised in Bulletin No. 155 posted on September 25, 1952 ...". That employe also asked for the difference in pay for all time the assigned employe junior in seniority worked on the advertised job.

Here, no employe or employes presented a claim or claims that he or they were unjustly deprived of his or their seniority rights under Bulletins Nos. 1 and 2. And there is no claim here for loss of pay. No employe could possibly file a claim for being deprived of seniority rights or for compensation because all thirty-three (33) positions advertised in Bulletins Nos. 1 and 2 are for work on Track 7, all positions carry the same hourly rate, all positions are scheduled to work between 7:00 A.M. and 3:00 P.M. on Mondays through Fridays, all have the same rest days and the work duties of all of them are identically described.

It is apparent that the Employes are asking the Board to invalidate Bulletins Nos. 1 and 2 and to reinstate the separate positions which were advertised on March 25, 1977 in Bulletins 82 through 103. This we have no authority to do. It is a well established principle that a carrier may reorganize its work assignments whenever the necessities of its operation requires it to do so. Prior to the posting of Bulletins 1 and 2, Tracks No. 7, 5 and 8 were used to rebuild bulkhead flat cars and other cars. The tracks were operated on an assembly line basis with each job assignment performing distinct duties. This rebuilding program was completed at the end of 1978. Thereafter only bad order freight of all types and classes were repaired on Track No. 7. Bad order cars remained stationary until all repairs were completed. The assembly line procedure became unnecessary. A gang on the north and south ends of Track No. 7 was assigned to repair a bad order car and all of the duties necessary to do so. Bulletins 1 and 2 were necessary to accurately advertise the new work procedures.


For all of these reasons, the Board finds that the claim has no merit. Neither Rule 18(a) nor any other rule was violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 26th day of September 1984.