

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

ERIE RAILROAD COMPANY

(C. E. Denney and John A. Hadden, Trustees)

STATEMENT OF CLAIM: "That when the 'Home Station' of Signal Maintainer F. E. Reish and Signal Helper L. Z. Guy was changed from Caledonia, Ohio, to Martel, Ohio, these positions should have been rebulletined as new positions."

JOINT STATEMENT OF FACTS: "Prior to January 1, 1938, Kent Division signal section No. 8 extended from M. P. 287.20 to M. P. 303.00. The home station of this signal section was Caledonia, Ohio. Effective January 1, 1938, a reorganization of signal sections throughout the Kent Division resulted in the abolition of signal section No. 6, which had its home station at Galion, Ohio, and resulted in changing the limits of signal section No. 8, which was extended eastward from M. P. 287.20 a distance of 12.55 miles to M. P. 274.65, and had its westerly limit at 303.00 shortened a distance of 7.25 miles to M. P. 295.75. At the same time, the home station of this signal section was moved from Caledonia, Ohio, eastward a distance of 4-1/2 miles to Martel, Ohio, and the section number was changed from signal section No. 8 to section No. 7."

POSITION OF EMPLOYEES: "That when the Management changed the territory and relocated the 'Home Station' of Signal Maintainer Reish and Signal Helper Guy, from Caledonia, Ohio, to Martel, Ohio, such a change constituted a new position and should have been readvertised by bulletin notice and assignments made as provided in Rules 50, 51, and 52 of the Agreement between the Erie Management and the Brotherhood.

Rule 50. 'New positions or vacancies which are expected to be of more than six (6) months' duration shall be bulletined as permanent within thirty (30) days previous to or ten (10) days following the date such new position is created or vacancy occurs. New positions or vacancies of more than thirty (30) days and less than six (6) months' duration will be bulletined within sixty (60) days as temporary. Except when temporary vacancy is due to physical disability of employe, a position which has been bulletined as temporary and does in fact exceed six (6) months, will be rebulletined at the end of six (6) months as permanent. If a position being filled under a temporary vacancy is abolished, the incumbent may return to his former position.'

- "2. The change of a headquarters of any signal section is not sufficient under the rules to extend to the employes who have been assigned to such signal section the privilege of exercising seniority rights.
- "3. The extension of signal sections has occurred frequently in the past and it has not been customary under the existing rules to grant to the Signal Department employes thereon the privilege of exercising seniority rights.
- "4. The changes on the Kent Division which resulted in this grievance is in accord with previous practices and there is no violation of rules or practices in this request of the committee representing Signal Department employes."

There is in existence an agreement between the parties bearing effective date of November 1, 1935.

OPINION OF BOARD: The claim is that when the home station of Reish and Guy was changed from Caledonia to Martel their positions should have been rebulletined as new positions. In the Employes' supplemental statement and in their brief in answer to the Carrier's rebuttal statement, much is said about changes of territory and re-numbering of sections, and the grounds upon which the claim is supported are not wholly clear; but the claim itself is clear that what is complained of is the changing of home stations without bulletining new positions, and this issue is sufficiently joined and debated in the record to warrant our considering it. In so doing we disregard the effect, if any, of territorial and section number changes and restrict ourselves to the issue presented by the claim.

The rules do not define what constitutes the creation of a new position. Rule 13, however, makes it clear that every employe shall have a home station, and the operative effect of certain other rules depends upon the establishment of a home station. (The question is whether the home station provision is so much a part of a man's position that when the home station is abolished and a new one is designated, the position is also abolished and a new one created. We think that that question should be answered in the affirmative, and that it can be derived by fair implication from the agreement.)

Rule 52, prescribing the form of bulletin for advertising positions, contains as one of the five essential elements of a position a designation of the home station. The reason for this is that the location of the home station is one of the important considerations on the basis of which employes may determine whether or not to bid for a position. The other considerations are the title of position, rate of pay, hours of service, and the permanent or temporary nature of the position; but without a specification of the home station, employes would be fully as unable to exercise their choice of bidding as if any of the other elements were omitted.

(We conclude, therefore, that when the home station is changed the position should be rebulletined. This Division has so held in Awards 587 and 769, which are sufficiently in point to stand as precedents here.)

The claim in this case asks for no affirmative relief; neither for wage penalties nor for rebulletining the positions now. This opinion, therefore, is to be taken as an interpretation for the future. This being so, it is unnecessary to correct the claim by the omission of Reish, who appears from the record to have been improperly included.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the provisions of the Agreement in failing to bulletin a change of home station as contemplated by the rules of the agreement.

AWARD

Claim sustained, without penalties or directions to rebulletin.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of July, 1939.