

Award No. 8290
Docket No. MW-7768

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

THE BELT RAILWAY COMPANY OF CHICAGO

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the Carrier is violating the effective agreement when they advertise vacancies on new positions by bulletin and refuse to specify therein, the specific location of the headquarters of the position advertised.

(2) That the Carrier be required to designate the location of the headquarters of the positions advertised in respective bulletins.

EMPLOYES' STATEMENT OF FACTS: Under dates of January 23, 1951, and February 16, 1951, the Carrier issued the following bulletins:

"Clearing, January 23, 1951

THE BELT RAILWAY COMPANY OF CHICAGO

Bulletin for position in B & B Department

Position—Painter's (6)

Location—General

Hours of Service—7:30 A. M. to 4:00 P. M.

Rate of pay—\$1.462 per hour—\$2.195 overtime rate

Application for above position to be filed with Roadmaster at
6900 S. Central Ave.

H. C. Koch
Roadmaster

cc: G. G. Amory
N. Caputo
B & B Bulletin Board"

All data in support of the Carrier's position have been submitted to the Organization and made a part of the question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: On two specified occasions the Carrier's advertisements of vacancies in the B&B Department designated the position location as "General". The Organization protested that Management thereby failed to identify the headquarters of the position advertised. Rule 30 provides in pertinent part:

"When new positions are created or vacancies occur, except for laborers, bulletin notice will be posted for a period of ten (10) days at the headquarters of the gang in the sub-department of employees entitled to consideration in filling the position, during which time the employees may file their application with the official whose name appears on the bulletin. **Such bulletin will show location, descriptive title, hours of service and rate of pay of the position bulletined.**" (Emphasis supplied.)

By letter dated April 25, 1955 Carrier's Chief Engineer answered the complaint as follows: "With the understanding that such action will not have any effect on the carrier's established right to designate assembly points at locations other than specified headquarters where employees' time will start and end as provided in Rule 8 of the current agreement, we are willing to specify headquarters in bulletins to be posted in the future."

In our view, the bulletin designation of a position location as "General" represents non-compliance with Rule 30. In effect, the Carrier did not designate any location at all. We think the Rule requires that the bulletin designate the headquarters of the position advertised.

The Carrier's insistence upon the qualification noted in the Chief Engineer's letter appears to rest upon its fear that the Organization seeks to evade the determination in Award 5886 involving these same parties. That Award turned upon an interpretation of Rule 8. Compliance with Award 5886 is not before us, however. A sustaining award on the present claim does not rest upon an interpretation of Rule 8, and is not to be construed as deciding the issue in the previous case.

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 Employees involved in this dispute are respectively carrier and employees 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 Agreement in accordance with the Opinion.

AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 28th day of March, 1958.