

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21653  
Docket Number SG-21538

David C. **Randles**, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(The Chesapeake and Ohio Railroad Company  
( (**Pere** Marquette District)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood  
of Railroad Signalmen on the former Pere Marquette  
Railroad:

(a) Carrier violated and continues to violate the current Communication Agreement, particularly Rules 505(c) and 506(a), when it issued Bulletin No. 8 - **N.R.** dated October 10, 1974 which was not in accordance with Rule 506 - Forms for Bulletin. As a result,

(b) Carrier re-issue Bulletin No. 8 - **N.R.** showing information in accordance with Rule 506(a).

(c) Inasmuch as this is a continuing violation, said grievance to continue until Carrier takes necessary corrective action to comply with the violation cited in parts (a) and (b) above.

/General Chairman file: 74-57-PM. Carrier file: **SG-405**/

OPINION OF BOARD: The claim of the Organization involves the **issuance** of Bulletin No. 8 - **N.R.** dated October 10, 1974, advertising for bid permanent position of Electronic Repairman.

Under same date, General Chairman of the Organization filed a grievance **relative** to a violation of Rules **505c** and 506a of the Communications Agreement.

**"RULE 505--BULLETINING AND FILLING NEW POSITIONS,  
PERMANENT AND TEMPORARY VACANCIES**

\* \* \*

(c) Bulletins will be prepared in accordance with forms prescribed in Rule 506 and will be sent to the headquarters of maintainers and gangs for posting for a period of ten (10) days. A copy of bulletins will be furnished each local chairman and general chairman."

**RULE 506a** is the form to be used in advertising positions.

The Organization further cites the **Carrier** for a violation of the Agreement by placing on said **bulletin** the **requirement** that the "applicant must have 2nd class or better radio/telephone license, and a motor vehicle operator's license." Additional violations charged by the Organization **were**: "**Headquarters**" being shown instead of "**Home Station**", "Rest Day or Days" not being shown and that a copy of the bulletin was not sent to local chairmen as required by **Rule 506**.

Subsequently on the property, the Organization withdrew its claim except the aforementioned section relative to the requirement that the applicant must have a 2nd class, or better, radio/telephone license.

\ The question before this Board is whether or not the Carrier has the right to specify qualifications necessary to perform the requirements of this position.

✓ The Organization contends that there is no place on the bulletin as set forth by **Rule 506a** for the listing of requirements for a position; and, furthermore, by stipulating said requirements for Electronics Repairman, the Carrier is adding to Rule 701 of the Agreement.

~ The Carrier notes that it has the right to include in advertising bulletins **requirements** relative to licenses which are necessary to perform the assigned duties of the position being advertised.

> The present claim contends that the Carrier violated Rules **505(c)** and **506(a)**. We find nothing in these rules that can be construed as prohibiting the listing of **employee** qualifications on a bulletin; neither do Rules 103 and 701, cited by the Petitioner, proscribe such listing.

~~-----~~ **The question**, as indicated above, goes to **Carrier's** right to list-qualifications on a bulletin; **our** decision here is confined to that narrow issue under the rules cited as violated, and we decide no other question. We must deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and **all** the evidence, finds and holds:

That the parties waived oral hearing;

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

That the parties waived oral hearing;

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 claim be dismissed.

A W A R D

Claim dismissed for failure of proof.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*C. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 18<sup>th</sup> day of August 1977.