NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 23392
THIRD DIVISION Docket Number SG-22839

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood Of Railroad Signalmen
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

Grievance and protest of Bulletin No. S-3003, dated January 9, 1978, closing date 12:00 noon January 24, 1978, Issued by Louisville Division Signal Supervisor R. w. Gorham, advertising position of Signal Maintainer, Gang #205, DeCoursey Yard, Latonia, Kentucky, especially the requirement on the bulletin that:

'The successful applicant must locate to within 30 miles of the headquarters point, within 60 days after being awarded the position, and must continue to reside within 30 miles of headquarters point in order to reasonably protect overtime on this position.'

This to be considered a continuing grievance to protest all future Signal Department bulletin6 issued that have a requirement that a successful applicant must locate to within any set distance of headquarters point within any given time limit, and/or any stipulation that require6 any Signal Department employee to continue to reside within any given distance of headquarters point." (Carrier file: G-311-9, G-311)

OPINION OF BOARD: In the instant case the Organization has alleged that beginning during January of 1978, the Carrier unilaterally changed the form of advertising bulletins by adding the requirement that a successful applicant must locate within 30 miles of the headquarters point within 60 days of being awarded a position and continue to reside within that 30 mile radius in order to reasonably protect overtime on the position. A bulletin issued on January 9, 1978, gave rise to the specific dispute in this case which bulletin is set out in the submission to the Boerd.

The Organization alleges that the Carrier violated the Agreement and in particular Rule 49 when it "unilaterally changed the form of advertising bulletins by adding the 30 mile residence requirement".

The issue in We case bas been framed in such 8 manner that we must answer the question as to whether or not the Carrier unilaterally changed the form of the bulletin 86 set out in the Agreement. We do not think so. The requirement that the holder of the position relocate to within 30 miles-of the headquarters point within 60 days of being awarded the position could very properly be set out in the "Brief Description of Duties or Other Pertinent Remarks". The Carrier has not by its action unilaterally changed the form.

It appears to this Board that what we are being asked to do is to decide a case that may possibly arise in the future should an employe refuse to relocate within the 30 mile radius and hence be denied a position. This we are unable to do. This Board is empowered only to adjust actual disputes that have been handled on the property in accordance with the applicable provisions of the National Railway Labor Act.

We are unable to find a violation of the Agreement from the facts set out in the instant case.

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 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 Agreement has not been violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1981.