

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Charles S. Connell, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

ERIE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violates the rules of the Clerks' Agreement at Hornell, N. Y. when it fails and refuses to bulletin positions of Stockkeeper, indicating the specific location at which the Stockkeeper position will work as has been the practice in the past, and

That the Carrier shall properly bulletin position of Stockkeeper covered by Bulletin No. 246 of May 11, 1948, showing whether or not the position is Stockkeeper in Sections A, B, C or whatever is the correct location in the storeroom at Hornell where the position will work.

EMPLOYEES' STATEMENT OF FACTS: For many years prior to 1947 positions of Stockkeeper in the storehouse at Hornell, N. Y. have been bulletined showing on the line captioned "Title of Position", the legend, Stockkeeper, Section A, or whatever section of the storehouse at Hornell the position would work.

The Storehouse at Hornell, N. Y. is the general system storeroom and the material is located in various sections of the storeroom. To illustrate, Section A contains tools, track tools and other material for track. Section B contains castings. Section C, bolts, pipe etc. Section D sheet metal, units, lumber and bar iron. Section E, miscellaneous air brake equipment and appliances. Section F, electrical parts, paints, etc. Section G, oil, lubricants, etc. Section H, car parts for repair tracks. In addition, there is the Dope Plant where waste is prepared for journal boxes, also reclaims used waste, and the diesel shop where diesel engine replacement parts are maintained.

The position listed as Stockkeeper in Bulletin No. 246 actually is assigned to work at the diesel shop. It has been the past practice to properly title positions as Stockkeeper, Dope Plant; Stockkeeper, Section A or Stockkeeper, Section B, and the change recently made does not permit the employee bidding in a position to know the specific location at which he would work, and whether or not he could handle the material or supplies contained in that section.

POSITION OF EMPLOYEES: There is in effect between the parties an agreement bearing effective date of December 1, 1943, amended July 1, 1945 which contains the following rules:

Rule 7—Bulletin—reads as follows:

"(a) Except as otherwise provided new positions or vacancies will be promptly bulletined in standard form as shown on page 46 and

"Title: Stockkeeper—Section 'A' and where needed." The word "Section" and letter "A" used only for illustration, as the section designation would vary dependent upon the particular section where the vacancy exists or where a new position is to be established.

The employees refused to accept the offer which clearly indicates their intention of attempting to create "Job Classification" which would restrict an individual from working in any other section than that specified by the bulletin.

The employees are endeavoring to take away the managerial right of the Carrier to control the planning, policies and means of executing plant operations. This is an absolute right of the Carrier and the employees have no voice therein.

This claim or dispute is without merit and based on the following reasons the Carrier respectfully requests that a negative award be rendered:

1. Stockkeeper positions at Hornell, N. Y. Storehouse are bulletined in accordance with bulletin requirements of the Agreement.

2. There is no rule violation in the Bulletin questioned.

3. The language of Rule 7 is clear and unambiguous. It neither provides nor is there any inference contained therein that establishes specific locations in the Storehouse for purpose of handling any class of materials and supplies, nor requires stockkeepers to be assigned to a specific location. It is the responsibility of management to determine how many stockkeepers are to be assigned and where they will work.

EFFECT IF CLAIM IS SUSTAINED: If this claim is sustained, the Third Division by its award would establish a "Job Classification" requirement not now in the Agreement and by so doing would deprive the Carrier of its managerial right to control the planning of policies and means of executing plant operations and number of positions.

(Exhibits not reproduced.)

OPINION OF BOARD: The Board has before it the interpretation and application of Rule 7 of the Agreement between the parties, bearing effective date of December 1, 1943. Rule 7 deals with bulletining new positions or vacancies, and on page 46 of the Agreement is set forth the standard form of bulletin to be used. On May 11, 1948 Carrier issued Bulletin No. 246 advertising a position described as Location—"Hornell Stores," Title—"Stockkeeper." Qualifications—"Principal duties consist of shipping and receiving of material, keeping records, making up reports and other related work." The Employees contend that said bulletin does not furnish information specific enough to adequately describe the position and is in violation of Rule 7, and asks that Carrier bulletin positions at Hornell, as has been the practice in the past.

It is agreed between the parties that the store at Hornell, N. Y., is a general storehouse, and that it is divided into Sections A to H, inclusive, in which various materials are stored and handled, and in addition there is a dope plant and shops. The Carrier states that while materials are assigned to particular sections where possible, there is one instance where materials under Section D (sheet steel, units, lumber and appliances) are located in 19 locations.

Rule 7 of the Agreement, together with the standard form of bulletin on page 46, was incorporated into the Agreement to inform employees seeking to apply their seniority rights acquired to a new or vacated position of the ten specific items of information relative to such position. It follows that the information contained in the bulletin must be definite enough to adequately describe the position so that employees can determine if they desire to bid for the position.

In the consideration of this question, the Organization has filed with the Board as Exhibits "A" to "K" former bulletins issued by the Carrier for positions at Hornell, N. Y. All of these bulletins are substantially the same as to Location, designating "Hornell, N. Y.," and as to Title, showing "Sec. A" (example) and followed by the language "and as and where needed" or "where needed and such other duties as position assigned requires." The information given under qualifications states that employe must be familiar with shipping, receiving and inventorying materials. The Organization maintains that bulletins in the form of these exhibits are not in violation of Rule 7 of the Agreement. The only substantial difference between the Bulletin No. 246 of May 11, 1948, and the bulletins Employees' Exhibits "A" to "K" is that in the former the Title was given as "Stockkeeper" with no qualifying language, while in the later exhibits the Title had been given as "Stockkeeper Sec. A" (example) and followed by the qualifying language to the effect that employe would also be used where needed, and such other duties as the position required.

The Board agrees that Bulletin No. 246 issued by the Carrier May 11, 1948, is in violation of Rule 7 of the Agreement, and that the Carrier shall properly bulletin the position of stockkeeper covered by said bulletin as has been the practice in the past, and in the form of the Organization's Exhibits "A" to "K," indicating the Location where position will work as "Hornell, N. Y.," and the Title as "Stockkeeper, Sec. A (example) and as and where needed" or "Stockkeeper Sec. A (example) and where needed and such other duties as position requires."

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 Agreement was violated.

AWARD

Claim sustained as per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 15th day of November, 1949.