

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

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

NORFOLK AND WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6728), that:

1. That the Carrier violated the current Clerks' Agreement when on July 29, 1968 it did not assign senior applicants to positions of watchman, General Office Buildings, Roanoke, Virginia.

2. James E. H. Price and Richard L. Jones shall now be assigned to the positions of watchman, advertised on Building Manager's Bulletins No. 18 and No. 20, dated July 18, 1968, assignments made by Bulletins No. 18-A and 20-A, dated July 29, 1968.

EMPLOYEES' STATEMENT OF FACTS: For many years the Carrier has maintained positions of watchman at its General Office Buildings located in Roanoke, Virginia. The primary function of these positions is that of station key punching. Such are Group 4 positions as classified in Rule 1 of the January 1, 1965 Clerks' Agreement and are in Seniority District No. 24 (Watchmen) as defined in Rule 2 of said Agreement. These positions and the incumbents thereof are under the immediate supervision of the Building Manager, General Offices Roanoke, Virginia, who also has under his jurisdiction the positions and employees in the following seniority districts, all comprised of Group 4 positions and employees, as defined in Rule 2:

Seniority District No. 21 — Cleaners
Seniority District No. 22 — Mail Room Employees
Seniority District No. 23 — Matrons

The Carrier elected to establish additional watchman positions effective July 29, 1968 for the purpose of checking personnel in and out of the General Offices during other than regular 8:00 A.M. to 5:00 P.M., Monday through Friday, office hours. Three of such positions were advertised to employees in all four seniority districts under his jurisdiction by the Building Manager under date of July 18, 1968, with primary duties as follows:

"To be stationed at entrance in lobby of Old General Office Building; take pass numbers and sign in and out personnel entering and

cock, all former General Office Building Cleaners, to positions of Watchmen, General Office Building.

The following named employees submitted applications for assignment to the three Watchmen's positions:

| Name | Seniority Date | Seniority District |
|-------------------|-------------------|------------------------------|
| James E. H. Price | 1- 4-43 | No. 21 — Cleaners |
| Eldridge Payne | 3- 2-43 | " " " |
| Richard L. Jones | 8- 1-55 | " " " |
| Atlee Williams | 9-19-63 | " " " |
| A. L. Holland | 10- 5-64 | " " " |
| Samuel Hayes, Jr. | 3-27-67 | No. 22 — Mail Room Employees |
| James L. Hancock | 8- 7-67 | No. 21 — Cleaners |

It is our position that the employees submitting applications for assignment to the Cleaners' Positions should have been considered on a seniority basis.

Accordingly, James E. H. Price and Richard L. Jones should have been assigned to positions covered by Bulletins Nos. 18-A, and 20-A instead of A. L. Holland and J. L. Hancock, and we so request."

The Carrier declined the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim herein arose in connection with the filling of watchmen positions at Carrier's General Office Buildings, Roanoke, Virginia.

The positions involved were in Seniority District No. 24. When the positions were bulletined, no applications were received from anyone holding seniority in District No. 24, and there were no employees furloughed from the District. Applications were received from employees in Seniority Districts Nos. 21 and 22. The Petitioner contends that the senior applicants from Seniority District No. 21 should have been assigned to the watchmen positions involved, and the Carrier contends that it acted in accordance with Rule 12(c) which reads:

"Bulletined new positions or vacancies may be filled temporarily pending an assignment. In the event no applications are received from employees in the seniority group in which a new position or vacancy is bulletined and there are no qualified furloughed employees from that seniority group, Management shall have the right to select the persons whom, in its own judgment, it considers best qualified to fill such new positions or vacancies."

Seniority districts are fixed by agreement in Rule 2, which rule also provides that the exercise of seniority by employees is confined to a seniority group in a seniority district in which they hold seniority rights. Under Rule 12(a) positions are bulletined in the seniority group in the seniority district affected as specified in Rules 1 and 2.

When no applications were received from employes in Group 4, Seniority District No. 24, for the watchmen positions involved, and there were no furloughed employes in that seniority group, the Carrier had the right under Rule 12(c) to select the persons whom, in its own judgment, it considers best qualified to fill the positions. There was no violation of the Agreement and the claim will be denied.

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1970.