

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Long Island Rail Road (LI)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail Road (LI):

Claim on behalf of Local Lodge No. 56's Grievance Committee of the Brotherhood of Railroad Signalmen that the Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 19 (b), when on Bulletin No. 19-86, dated August 13, 1986, for positions Nos. 163 and 164, it used an asterisk and an addendum which are in violation of the bulletining rules." Carrier and G. C. File SG-14-86.

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On August 13, 1986, the Carrier posted Bulletin No. 19-86, which advertised for bid several different Signal and Communications positions, including two Assistant Foreman Communication Maintenance positions. Below the information normally contained in a bulletin, the Carrier added "Job Task Description and Qualifications" for the two Assistant Foreman positions. The Carrier then set forth the following:

"1. Qualifications include but are not limited to the following:

- a. Qualified to supervise the test, alignment, repair and replacement of: Dispatcher Systems A, B, C, & D, public address system at Jamaica and at all passenger stations, all

data communications circuits and modems, all fire and security alarm circuits, all tape recorders, electrowriters, test board equipment and all telephone equipment.

- b. Qualified to operate personal computer for inventory control, daily log, record keeping, cable records, etc., after attending company-supplied training program. If required, company-supplied training will be given after attaining Assistant Foreman position.
- c. Qualified to supervise the operation of automatic and diagnostic test equipment pertaining to the test, repair and maintenance of circuits associated with the main distribution frame."

The Organization has protested the inclusion of the above language on the bulletin, arguing that the Agreement specifies the format of such bulletins, which may not be varied without negotiating a change in the bulletin rule. The Organization allows the additions to the bulletin are helpful and may be necessary, and agrees that the Carrier has the right to demand qualifications for positions without listing them on the bulletin.

The Carrier states the addendum to the bulletin serves to differentiate between the Assistant Foreman position in the Construction Section as opposed to the position in the Maintenance Section. The Carrier argues it has the right to determine the qualifications for a given position and there are benefits to stating those qualifications on the bulletin. It suggests that listing the job content and requirements in advance would enable employees to more realistically assess their own chances of successfully performing the job before they bid on it.

The substance of the addendum is not at issue. Even if it were, the record before this Board does not afford us a basis to conclude whether or not the Carrier has imposed qualifications for the jobs which are beyond whatever limits the Agreement might impose, if any. The sole issue is whether or not the Carrier may add descriptive matter of this nature to the job bulletin.

While both parties seem to recognize there might be value including such information, we are limited to interpreting the Agreement. Rule 19(b), which governs the content of bulletins, does not merely list the elements to be included in the bulletin. Instead, it contains what it calls a "facsimile" which is, essentially, a form to be filled in with the appropriate information about each position. This facsimile includes the format for the letterhead of the bulletin. Of all the ways the Rule could have been written, the parties not only chose to put the format in the Agreement, but they chose the word "facsimile," which means an exact copy. The format was not offered as an example or guideline. We conclude, therefore, that the inclusion of the adden-


dum information was not permitted by Rule 19(b). Because the Rule clearly sets out the extent of the information to be provided in the bulletin, it is not this Board's function to determine why the parties did not agree to permit additional information. Our holding in this case is limited to the specific Claim before the Board.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1990.