

The Third Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (CONRAIL):

Protest of Bulletin No. 01-04-88, dated January 8, 1988, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 2-A-1 and 2-A-1 (b), when it failed to properly bulletin positions in accordance with APPENDIX 'I'." Carrier file 7421.

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.

By Bulletin No. 01-04-88 dated January 8, 1988, Carrier solicited applicants to train as Electronic Specialist on Seniority District No. 10, Toledo Division. The Bulletin noted that four positions were advertised for bid in accordance with the Agreement and requested that applications be submitted by 12:00 Noon on Wednesday, January 13, 1988. The bulletin did not contain information regarding rate of pay, tour of duty or rest days, but noted at the bottom "Per Appendix 'F' to Train New Employees."

By letter dated January 11, 1988, the Organization filed a claim wherein it charged that Carrier violated Rules 2-A-1 (a) and 2-A-16 of the Controlling Agreement, specifically in that Carrier failed to post the position(s) advertisement on Wednesday and then for a period of seven days. It also charged that Carrier failed to include information relating to assigned territory and rest days. These charges were consistently stressed during the on-situs appeals and were the gravamen of the Organization's grievance. Rules 2-A-1(a) and 2-A-1(b) are referenced as follows:

"Rule 2 - Selection of Positions

2-A-1. (a) All positions and vacancies (except vacations) anticipated to be more than thirty (30) calendar days in duration will be advertised in the appropriate seniority district within ten (10) calendar days from the date they occur. Advertisements will be posted on Wednesday at the headquarters for a period of seven (7) calendar days. (If Wednesday is a holiday, the advertisement will be posted on the following day.)

(b) Each advertisement will indicate the position, title, headquarters, assigned territory, rate of pay, prior incumbent, tour of duty, meal period, rest days, and closing date. (See Appendix 'I')."

In response, Carrier contended that its actions comported with the requirements of Appendix F of the BRS Schedule Agreement, specifically, the requirements relating to trainee selection, schooling and assignment of schedules. It referenced Paragraphs B and C of Appendix F as supportive authority and noted that a similar bulletin was posed in July, 1983 without protest from the Organization. It also pointed out the trainee positions were not new working positions or vacancies as set forth in Rule 2-A-1(a) and noted that the positions were advertised and awarded in accordance with Rule 2-A-1 following the training and qualification of the successful applicants under Appendix F.


In considering this case, and particularly the parties past posting practices as evidenced by Organization Exhibit No. 3, May 30, 1984, position posting and Carrier's July 13, 1983, posting notice and further considering the language of the provisions cited, the Board concurs with the Organization's position that Carrier should have complied with the requirements of Rules 2-A-1(a) and 2-A-1(b), when the four Electronic Specialist positions were posted. The language in Rule 2-A-1(b) requires that position advertisements contain information with respect to title, headquarters, assigned territory, rate of pay, prior incumbent, tour of duty, meal period, rest days and closing date and references in parenthesis "See Appendix I". In other words, the application of Appendix I extends from Rules 2-A-1(a) and 2-A-1(b) and accordingly, must be applied consistent with these provisions. The May 30, 1984, posting which was a later posting from the July 13, 1983, posting was consistent with these requirements. On the other hand, since the positions at issue were readvertised in accordance with Rule 2-A-1 at the end of the training period, the question of remedy is moot.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 28th day of October 1991.