

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32186
Docket No. MW-31911
97-3-94-3-247**

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

**(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Chicago Central & Pacific Railroad Company**

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Agreement when it posted Bulletin No. 5, dated February 11, 1993, listing an improper requirement and assigning two (2) headquarters points for the position advertised (Carrier's File BMW 93-011).**
- (2) As a consequence of the violation referred to in Part (1) above, the Carrier shall cease to require applicants to be qualified before being assigned to the advertised positions and said positions shall be rebulletined with only one (1) headquarters point."**

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 employee 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 were given due notice of hearing thereon.

The Organization filed claim by letter dated February 17, 1993 that the Carrier violated the Agreement in posting Bulletin for Carpenter/Bridgeman with pre-qualifications and multiple headquarters points. The Organization argues that the revised Bulletins included pre-qualifications which violate Rule 16(b) in denying employees an opportunity to qualify for the position. The Organization further alleges violation of Rule 17(a) and Rule 18(a) in that said Rules require a single headquarter assignment. It is the Organization's view that prior Bulletins and Rules support its position.

The Carrier denied violation of Rule 16(b) in that it requires applicants to "at least possess" the qualifications listed to be considered a qualified applicant. It supports the listing of two headquarters by reference to Rule 6(c)(2). The Carrier argues that the posted Bulletin No. 5 and its revision reflected practice and conformed with the Agreement in all respects.

First, the Board ruled on the alleged violation of Rule 16(b) in Third Division Award 32189 and will not revisit that issue here. We held that:

"... Rule 16 does not state that the Carrier must promote employees without any knowledge of bridge operation and thereafter, provide at least five days in which to demonstrate proficiency in the operation, rules, regulations and reporting procedures of the position. The Agreement contains no language suggesting ... that the Carrier must promote an employee who lacks basic fitness and ability solely on the basis of seniority and thereafter train those who lack minimum fitness and ability."

That part of the claim is denied for the above stated reasons.

As for the alleged violation of Rules 17(a) and 18(b) wherein the Organization argues a dual headquarters is a violation, we find no support in this record. The Organization supports its argument by noting that Rule 17(a) states that: "The Company shall designate a headquarters point... Such bulletin will show location,..." (emphasis in original). Similarly, the Organization notes that Rule 18(a), which states that "All new positions... will show location, title..." clearly was written in the singular and does not permit the Carrier to designate multiple headquarter points or locations.

The Board carefully considered the Organization's arguments and does not find them persuasive. The Board read Rule 6(c). It is specific to Regular Relief Assignments. Rule 6(c)(2) states in pertinent part that:

"Assignments for regular relief positions may on different days include different starting times, duties and work locations...."

The Board finds the Organization's other arguments, including its citation of Rule 21 (c) as not being applicable. Bulletin No. 5 herein disputed involved a relief assignment. The Rule supra, is clearly applicable. For the above stated reasons, the claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 13th day of August 1997.