

BROTHERHOOD OF RAILROAD SIGNALMEN  
and  
SOUTHERN RAILWAY COMPANY

Case No. 16

Organization's Statement Of Claim:

Claim that the Carrier violated the current agreement, as amended, when it added note to Bulletin No. S-86-2 which required employees assigned to certain bulletined positions to furnish their addresses and telephone numbers in the immediate vicinity of the headquarters point.

Findings:

On February 3, 1986, Carrier issued a bulletin listing vacancies. A note accompanied two of the positions, specifying that employees assigned to these positions must provide Carrier with their address and phone number in the vicinity of the headquarters point. The Organization thereafter filed a claim, challenging Carrier's inclusion of a residency requirement on the job bulletin.

This Board has reviewed the record in this case, and we find that the Carrier acted within its power to promote rules and guidelines and exercise its managerial prerogative within the boundaries of the collective bargaining agreement when it included a requirement of residence on the job bulletins in question. There is nothing in the agreement which restricts the Carrier from including the residency requirement in this case.

In Third Division Award 3992, the Board upheld the Carrier's right to require residency within the vicinity of the headquarters point. The Board stated:

It is true that the Agreement does not specifically require a signal maintainer to live at or near his headquarters. We think that the assignment of a headquarters inferentially requires it. But whether it does or not, the contract being silent on the subject,

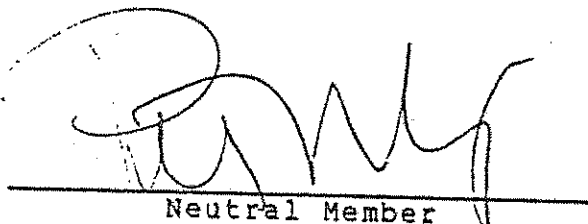
it is the province of management to require it. It had been the practice of the Carrier on this railroad to require it and the record shows that Wallace knew it. We do not think the requirement was unreasonable when the nature of the work is considered

. . . The operation of the railroad being the function of management, and there being no Agreement provision limiting its action with respect thereto, its decision that signal maintainers must live at or in proximity to assigned headquarters is controlling.

The record reveals that requiring residence within the vicinity of the headquarters point is still a widely accepted practice of this Carrier. It violates no rules of contract, nor any legal requirements. Therefore, the claim must be denied.


Award:

Claim denied.

  
Neutral Member



Carrier Member



Organization Member

Date: March 28, 1989