

SPECIAL BOARD OF ADJUSTMENT NO. 541
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
and
ERIE LACKAWANNA RAILWAY COMPANY

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement by failing to advertise for bids, the position of Jeep Operator for the jeep assigned to Track Supervisor, with headquarters at Warren, Ohio.

2. The Carrier shall now comply with the provisions of the Agreement and promptly advertise for bids the position of Jeep Driver for the position herein referred to.

FINDINGS:

On June 13, 1961, Carrier's Chief Engineer and the General Chairman entered into a written agreement that "effective July 1, 1961, we (the Carrier) will assign a regular driver on jeeps assigned to Track Supervisors."

That agreement appears to have operated without major incident until January 1966, when Track Supervisor Frost's position was abolished and he was assigned to the position of Assistant Track Supervisor and the position of jeep driver that had been assigned to him was also abolished. Frost continued as Assistant Track Supervisor for a short time and then was succeeded in that position by Alsdorf.

While Petitioner does not object to Alsdorf operating the car for his own personal transportation, it insists that under the terms of the Agreement of June 13, 1961, a jeep driver must be assigned to Alsdorf. We do not agree. Carrier has assumed the obligation of assigning jeep drivers to "Track Supervisors" but there is nothing in the Agreement that would justify our extending that obligation to encompass Assistant Track Supervisors, Track Supervisors and Assistant Track Supervisors being separate distinct positions.

Of course, if there were evidence in the record that Frost and Alsdorf actually were discharging Track Supervisor responsibilities subsequent to the aforementioned January 1966 changes and that only the title of the Track Supervisor position, and not its duties, had been changed, we would find for Petitioner. We will not permit contractual obligations to be circumvented by mere changes in job titles but since the record does not establish this to be the situation in the present case and there is no indication that Alsdorf's jeep was used to transport men or materials, the claim will be denied.

AWARD: Claim denied.

Adopted at New York, N.Y., August 13, 1969.

/s/ Harold M. Weston

HAROLD M. WESTON, NEUTRAL

/s/ A. J. Cunningham

EMPLOYEE MEMBER

/s/ R. A. Carroll

CARRIER MEMBER