

Award No. 2894
Docket No. 2427
2-C&O-CM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harry Abrahams when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

CHESAPEAKE AND OHIO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the carrier under the controlling agreement improperly denied Locomotive Painter Lawrence Watters, the difference in pay between the position of Locomotive Painter and Freight Car Painter for the period of from July 6 to July 12, 1955, inclusive, except for the dates of July 9 and 10.

2. That, accordingly, the carrier be ordered to compensate the aforesaid claimant additionally for the difference in pay between the two named positions.

EMPLOYEES' STATEMENT OF FACTS: Lawrence Watters, hereinafter referred to as the claimant, was employed by The Chesapeake and Ohio Railway Company, hereinafter referred to as the carrier, as a freight car painter at Huntington, West Virginia. On June 27, 1955, the carrier posted Shop Bulletin No. 9 (copy submitted herewith and identified as Exhibit A) advertising a locomotive painter's position on the 11:00 P.M. to 7:00 A.M. shift, Monday through Friday, with Saturday and Sunday as rest days. Bids were received from June 28 to July 2, 1955, and the claimant was the successful bidder.

The position was awarded the claimant on July 6, 1955, by Bulletin No. 9 Addendum, (copy submitted herewith and identified as Exhibit B). Following the awarding of the locomotive painter's position to the claimant, he was required by the carrier to continue to perform the duties of a freight car painter up to the date of July 13, 1955.

This dispute has been handled with the carrier up to and including the highest officer designated by the carrier with the result that he has declined to adjust it.

To show that the handling of Watters in the instant case was consistent with what has been done in similar situations, there is submitted herewith as **carrier's Exhibit 1** a copy of letter addressed to the general chairman of the machinists on May 11, 1953, on case involving retention of a machinist helper on his former position for two days.

There, as here, the carrier explained that Rule 18 does not provide any limit within which employes must be moved to their new positions, and that there was no undue delay in the handling.

CONCLUSIONS

There is no rule of the agreement providing any time within which an employe must be moved to a new position under circumstances such as obtained in this case. Holding of Watters for four working days in order to meet the work conditions was not unreasonable, and was in keeping with what has been the well established practice in the past. Watters was not, therefore, deprived of additional compensation in violation of any agreement rules, and the claim in this case should be denied in its entirety.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

Claimant, Lawrence Watters, was the successful bidder for the June 27, 1955 bulletined position of Locomotive Painter; and on July 6, 1955 he was awarded the position.

The claimant at the time was a Freight Car Painter.

On July 6, 1955 the claimant's position of Freight Car Painter was bulletined for a period of five days but received no bids. On July 12, 1955, an apprentice was therefore promoted to the position of Freight Car Painter and the claimant, Watters, was assigned to the position of Locomotive Painter.

Rule 18 was complied with by the carrier. The rule is silent as to when a successful bidder for a vacancy or a new position will be assigned.

In 1946, Shop Crafts made a request for a rule providing for immediate moving of employes from one position to another under Rule 18. The request read:

"Understanding be reached that all vacancies and new jobs bulletined under the provisions of Rule 18 of our agreement will be immediately assigned to the successful bidder at close of bulletin and employe bidding in same to be placed on job immediately."

This request was declined by the carrier but the carrier did agree to instruct its officers to proceed as quickly as possible in moving men from one position to another in keeping with the work requirements.

The claimant was here assigned as quickly as possible in keeping with work assignments to his position of Locomotive Painter on July 13, the day after his former position of Freight Car Painter was filled by an apprentice.

The carrier did not violate Rule 18 and did comply with the instructions heretofore given to its officers as it proceeded as quickly as possible in making the said assignment in keeping with its work requirements.

The successful bidder on a bulletined job is not by virtue thereof alone automatically assigned to the new position awarded to him.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June, 1958.