

**Award No. 4451**

**Docket No. 4235**

**2-MP-CM-'64**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee P. M. Williams when award was rendered.**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

**MISSOURI PACIFIC RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the current agreement, particularly Rule 13(b), was violated when Carman O. S. Garrett was deprived of working his regular assignment on October 28, 29 and 30th, 1960.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman O. S. Garrett in the amount of eight (8) hours at the straight time rate for each day of October 28, 29 and 30th, 1960.

**EMPLOYES' STATEMENT OF FACTS:** Mr. O. S. Garrett, hereinafter referred to as the claimant, is employed by the Missouri Pacific Railroad Company, hereinafter referred to as the carrier, in the capacity of carman at Kansas City, Missouri. The claimant is regularly assigned to a vacation relief job Monday through Friday, rest days Saturday and Sunday, 7:30 A. M. to 4:00 P. M., and when not working vacation relief job he completed his forty hours per week on the repair track.

The claimant held this job on October 24, 1960 and on that date (October 24, 1960) vacancy bulletin No. 212-C was posted for car inspector's job 11:00 P. M. to 7:00 A. M., East end train yards, work week Wednesday through Sunday, rest days Monday and Tuesday. The claimant was the successful bidder, which is assignment bulletin #212-C. Vacancy bulletin #212-C expired at noon on Friday, October 28th; the starting time of the new job was 11:00 P. M., October 28th, and the claimant was then working on the rip track near the office and could have been notified before his quitting time at 4:00 P. M. that he had been assigned to the new job. However, the assignment was not made until October 31, 1960.

The claimant was deprived of working his new assignment on October 28, 29 and 30th, 1960, then required to take rest day Tuesday, November 1st, 1960, prior to being placed on his bid-in assignment, causing him to lose the first three (3) days of his assignment—October 28, 29 and 30th.

**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.

Parties to said dispute waived right of appearance at hearing thereon.

On October 24, 1960 Claimant O. S. Garrett, was employed by the Carrier as a vacation relief carman at Kansas City, Missouri. On that date he bid on vacancy bulletin No. 212-C, a car inspectors job on the 11:00 P. M. to 7:00 A. M. shift with work days Wednesday through Sunday, rest days Monday and Tuesday. The vacancy bulletin expired at noon on Friday, October 28, 1960. Claimant was the successful bidder on the job involved herein but he was not assigned to the new position until Monday, October 31, 1960. Claimant worked his previous assignment on October 31 but alleges that if the Carrier had "promptly" assigned him to his new position, as required by the Agreement, he would have worked October 28th, 29th and 30th and since he was not "promptly" assigned to the new job he should be paid for days mentioned.

We find the employe's position is untenable for the following reasons:

Rule 13(b) of the applicable agreement between the parties is controlling and is as follows:

"(b) Bulletins must be posted five (5) days before vacancies are filled permanently. Employes desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman. Assignments will be promptly made and assignment notice will be posted within five (5) days following closing time for acceptance of bids."

The language of the above quoted rule conveys a meaning to us that the parties intended for each to have five days to accomplish the mechanical processes of job bids; i. e., the bulletin was to remain posted for five days for the employes to make their desires known and the Carrier was to have five days thereafter in which to determine the successful bidder and to make the assignment.

In the instant case the Carrier acted within the five day period after the closing of the bids, therefore the claim of Carman Garrett must be denied.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST. Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1964.