

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12028
Docket No. 12000
91-2-90-2-117

The Second Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM:

1. The Chicago and North Western Transportation Company violated Rules 14, 16 and 21 of the controlling Agreement effective July 1, 1984, when it failed to bulletin Job 030 - Car Repairman-Inspector, 6:00 a.m. to 2:30 p.m. at Des Moines, Iowa on May 4, 1989.

2. That the Chicago and North Western Transportation Company be ordered to compensate Carman Don Monaghan four (4) hours at the time and one-half the current Carmen's rate of pay for each day the Claimant worked, dating from May 4, 1989 to June 23, 1989.

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 employes 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.

The incumbent of Job 030 bid to Position 070 on or about April 27, 1989 and despite the fact that Rule 21(a) states that "...vacancies will be promptly bulletined..." the Carrier concedes that it neither bulletined nor abolished the job until the job was abolished on June 30, 1989.

The Claimant had registered a timely interest in bidding to Position 030 and his seniority and qualifications were sufficient for him to have received the award of the job.

The Board does not agree with Carrier that the Claimant has no recourse because he was not the "successful bidder" since Carrier's own action precluded such a demonstration.


Carrier argues that in the worst case scenario, the Claim is excessive since the Claimant would be limited to \$2.50 per day even if he had been the successful bidder and Carrier refused to allow him to assume Position 030. We find merit in the Carrier's argument in that regard. Based upon our review of the record in this case, we find that the Claimant is entitled to \$2.50 per day from May 16, 1989 through and including June 30, 1989.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1991.