

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
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(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the Agreement the Carrier violated Rule 20 on August 18, 1987 when they denied Carmen R. E. Kidd the right to place on an assignment that was bulletined during his absence due to sickness.

2. That the Carrier be ordered to place Carman Kidd on the position advertised in bulletin No. 88, November 13, 1986.

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 basic facts in this case are set forth as follows: Claimant had returned to work at the Coster Shop on August 17, 1987. He had previously been off sick leave since September, 1986. In accordance with Rule 20 (f) he filed a bid dated August 20, 1987 for vacancy Bulletin No. 88, which was advertised on November 13, 1986, and awarded on November 26, 1986 to an employe holding less seniority. Rule 20 (f) reads as follows:

"Except as otherwise provided in Rule 20 with respect to serious illness, an employee who is absent from work due to vacations or sickness may within five (5) days after his return from vacation or sickness make application for positions bulletined during his absence."

Upon his return, Claimant exercised a displacement to general forces at the Coster Shop.

It was the Organization's position that Claimant was entitled to the position awarded to the junior employe on November 26, 1986. It specifically noted that Claimant had been off sick during the time of the bid and also filed application within five (5) days after his return from sickness. Moreover, it argued that Bulletin 88 referenced a distinctive position that was noted with specific assignments.

In rebuttal, Carrier pointed out that the carman positions at Coster Shop were historically bulletined on a general assignment basis with the specification that employes be qualified in welding and general car repair work. It observed that employes entering the general forces by bid or displacement rights were assigned duties on a day to day basis and thus there were no specific distinguishable positions in the general forces. Accordingly, since Claimant displaced to one of carman positions in the general forces and since both he and the junior employe were working first shift, general forces, in the back shop on Line No. 3, Carrier argued that separate positions could not be discerned from this work force arrangement. In particular, it noted the relevancy of Award Nos. 63 and 84 of Public Law Board No. 3858 involving itself and the same Organization. In Award No. 84, the Board held in part:

"It is also established that at Coster Shop there is a general forces arrangement which legitimizes the Carrier's decision to assign carman tasks as the needs of the service require, since the positions are bulletined identically. Thus, as noted in our Award 63: 'While the Carrier should make efforts to accommodate the more senior employes, it is not required to assign the specific set duties that the former incumbent had been performing.'"


In considering this case, we concur with Carrier's position. Firstly, we find no evidence that there are specific identifiable positions in the general forces at Coster Shop. Secondly, the positions are bulletined identically permitting Carrier to assign carman tasks as the needs of the service requires. Thirdly, since Claimant and the junior employee's tasks can be varied according to the needs of Carrier, there are no repetitive task activities that accrue to one specific person. To be sure, if Claimant had not displaced to the general forces, but instead displaced to another position, he would have been entitled as per Rule 20 (f) to place on the position advertised in Bulletin No. 88 dated November 13, 1986.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 11th day of July 1990.