

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19380
Docket Number MW-19357

Thomas L. Hayes, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it did not permit Claimant King to assume the duties of the assistant foreman's position on Gang 941, to which he had been assigned by Bulletin No. SG-617 dated September 5, 1969, but withheld him therefrom until September 29, 1969, (System File A-9129/D-5027)

(2) Claimant King be allowed fifteen hours' pay at the assistant foreman's time and one-half rate and a meal and linen allowance in the amount of \$30.30 which he was deprived of because of the violation referred to within Part (1) of this claim.

OPINION OF BOARD: The Organization contends that Carrier violated the applicable Agreement because it did not permit Claimant to assume the duties of Assistant Foreman on Gang 941 until 24 days had elapsed after he had been assigned to the position.

The Claimant relies on Rule 11 of Article 3 of the Agreement which states:

"Employees making application on vacancy bulletins issued under the provisions of Rules 6 and 7 of Article 3, may withdraw their applications before assignment is made if they so desire. After assignment is made employee assigned may not withdraw but must take the assignment."

On the basis of this rule, it has been argued in effect, that, since an employee who is assigned a position may not withdraw but must take the assignment, Carrier should not be permitted to delay the assignment.

In cases of this nature, we think the test of reasonableness should be applied. By this we mean that while Carrier is under no mandate to place a man in a position immediately after he has been assigned to it Carrier may not delay the employee's assumption of the new position beyond a reasonable time.

Given the facts in this particular dispute, the Board feels that Carrier did not act in an unreasonable manner and we find no violation.

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

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

Eli Killen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1972.