NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21762

THIRD DIVISION Docket Number CL-21634

James F. Scearce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(Consolidated Rail Corporation
(Former Lehigh Valley Railroad Company)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood, GL-8079, that:

Claim in behalf of Lynn W. Hartranft, Cycle Messenger, Allentown Consolidated Yard for an additional day's pay for June 29, 30; July 1, 2, 3, 1974, at rate of $847.72, account being deprived of covering his assigned position.

Carrier violated Rule 9 (c) and other rules of our current working agreement, dated Revised May 1, 1955, when assigning position of Cycle Messenger - Cycle A-4, by Bulletining #104, dated June 26, 1974 to claimant, he was held off that position and required to continue on position of Storekeeper, Allentown Enginehouse, until July 3, 1974 on which date the Carrier posted notice that position of Storekeeper, Allentown Enginehouse, was abolished effective 7:00 A.K. July 15, 1974. Then the position of Storekeeper, Allentown Enginehouse was blanked from Juiy 3 to July 15, 1974.

OPINION OF BOARD: The claim submitted to the Board is premised upon the Carrier's failure to permit Claimant to take over a position of Cycle Messenger, rate $847.72 per month, which he was awarded on bulletin effective June 26, 1974. At the time, he held position of Storekeeper at Allentown Enginehouse, rate $864.88 per month. He was retained on this position temporarily until July 5, 1974, and received the higher rate. The Organization asserts he should have been transferred on June 29, 1974.

The issue submitted to us concerns a proper interpretation of Rule 9, parsgraph (c), reading:

> "(c) An employee awarded bulletined position shall be promptly transferred to assigned position."

The narrow question is whether the language of Rule 9 mandates an immediate transfer as alleged by the Organization, or a transfer within a reasonable period, considering all the circumstances. In Award 18554 (Rimer), we considered the same issue, and there it was held:

"Certainly, the word 'promptly' as it appears in 9(e) is an inexact expression susceptible of a variety of interpretations. This Board believes that it was not the intent of the parties to connote that word with the word 'immediately' but rather that transfers should be made without undue delay, applying the test of 'reasonableness,' looking to the circumstances present in any given situation. The same language was similarly construed in Award No. 18 by Special Board of Adjustment No. 452."

In addition, the parties litigated an analogous problem before Public Law Board No. 1109, Award No. 1, where similar findings were made. In the light of the foregoing, it is our decision that Carrier acted within the requirements of the rule and we find no violation thereof.

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 Employes involved in this dispute are respectively Carrier and Employes 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: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.