

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
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(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10156) that:

(a) Carrier violated the provisions of the current Clerk's Agreement at Joliet, Illinois, on November 1, 1985, when it failed and/or refused to notify and allow Claimant covered by that Agreement to protect awarded position until November 4, 1985, and

(b) Carrier further violated provisions of the current Clerk's Agreement when it allowed a junior employee to continue to protect a position awarded to a senior employee, and

(c) Carrier shall now compensate Claimant G. A. Wargo for three (3) days' pay at the rate of \$99.30 per day in addition to other compensation Claimant may have already received for that time period."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

Claimant was senior bidder on a position of Car Clerk listed on a bulletin which closed out at noon on Friday, November 1, 1985. Claimant observed rest days of his old assignment on Saturday/Sunday, November 2-3, 1985, and laid off sick on Monday, November 4, 1985. The new position to which Claimant bid had rest days of Sunday and Monday. An Assignment Bulletin was posted on Monday, November 4, 1985, showing Claimant as the successful bidder for the Car Clerk position. Under these circumstances, Claimant started working his new assignment on Tuesday, November 5, 1985.

On December 11, 1985, the Organization filed a Claim in behalf of Claimant alleging that by "long practice" Claimant should have been notified at noon on November 1, 1985, of his successful bid and assigned immediately to the new position. On that basis, the Claimant seeks "three days pay."

There is no evidence on this record concerning the "long practice" alleged by the Organization. Nor does the language of the controlling Agreement support this Claim. There is no showing on this record that Carrier violated the express seven (7) day maximum release period, or that it unreasonably held Claimant from his new assignment in violation of Rule 11D. It is obvious that Carrier complied strictly with the 72-hour posting period of Rule 11B. Given the state of this record we find no basis upon which the Claim can be sustained.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 10th day of August 1989.