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NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22971  
Docket Number MS-22829

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Jack Love  
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(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: "A. Claiming Carrier, in its inconsistency of application, violated the clerks agreement on March 7, 1977 when the position of Crew Dispatcher C-245, which was abolished on January 29, 1977 due to a decline in business resulting from severe winter weather conditions, was reestablished without proper provisions being made for its last regular incumbent to automatically revert back to said position as dictated by established past practice and custom upon termination of emergency conditions. Consequently no provision was made for the automatic reversion of Jack Love to his last position of Crew Dispatcher C-9, from which he had been displaced as a result of the aforementioned abolishment, thus depriving him of service on the hours that he desired, and the position of his choice, which he occupied for two years.

"B. That Carrier compensate Jack Love for eight hours pay of position of Crew Dispatcher C-9 at punitive rate for March 7, 1977 and a like amount for each subsequent day this position is worked and each day this violation continues until such time as claimant is restored as the rightful incumbent of such position."

OPINION OF BOARD: Claimant Jack Love was regularly assigned to crew dispatcher position No. C-9 at Russell, Kentucky. On January 29, 1977 Carrier abolished crew dispatcher position No. C-245 and the senior incumbent thereof displaced Claimant Love who, in turn, displaced to the position of Assistant Chief Clerk No. C-14.

Subsequently, on March 7, 1977, crew dispatcher position No. C-245 was reestablished and bulletined. The former incumbent thereof who had displaced Claimant Love did not elect to submit a bid for the position.

Claimant Love, on April 27, 1977, submitted the claim which is the subject of this dispute alleging that Carrier should have, on January 29, 1977 invoked the "emergency" provisions of Rules Agreement to abolish position No. C-245 and then after the emergency condition (severe snow storms) had subsided, the incumbent of all of the positions affected as a result of the "emergency" abolishment should have reverted to their former positions.

There simply is no Rule or Agreement in effect on this property to support the hypothesis advanced by claimant. The abolishment of position No. C-245 and the subsequent re-establishment thereof were handled in accordance with the provisions of Rule 18 of the applicable Agreement. The claim as presented has no merit or agreement support and therefore must be denied.

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:

A. W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of September 1980.