

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: ( System Federation No. 2, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Electrical Workers)  
( Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Memorandum Agreement of September 20, 1949 found on page 106 of the June 1, 1960 controlling agreement when they did not post bulletin advertising position of Division Traveling Electrician at Houston, Texas.
2. That accordingly, the Missouri Pacific Railroad Company compensate Electrician C. P. Hargraves and twenty-five (25) other electricians eight hours (8') per day at straight time rate for March 16, 1974, and continuous each day until the violation is corrected.

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 employe 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.

On March 1, 1974, the Carrier issued Bulletin #1 to replace a Division Traveling Electrician due to retirement. It was clearly established that the Carrier failed to post such Bulletin at its Settegast Diesel Shops which was a facility within the Seniority District (the DeQuincy Division) where such job was being filled. On March 16, 1974, Bulletin #2 was issued indicating no bids were received as a result of Bulletin #1 and that an assignment was being made. On May 6, 1974, a claim was made on behalf of the Claimants as stated herein.

The Carrier contends the claim is untimely in that its date of effectuation exceeds the sixty-day limitation set forth in Rule 31 - Time Claims and Grievances. While this may be supportable by a literal review of the dates of the dates involved, the fact remains that the Claimants could hardly

have known a violation existed in that the Bulletin was not posted. This is not altered by the showing that the appropriate Union official was on distribution for the Bulletin and may well have received it at some point thereafter. The obligation rested upon the Carrier to post the Bulletin; the events that thereafter followed are sufficient to establish the timeliness of the Claim.

Insofar as the Claim itself, it deals only with the matter of compensation claimed by "C.P. Hargraves and twenty-five (25) other electricians." The record sufficiently shows that each and all such Claimants were employed during the period involved (this case is in tandem with another involving the abolishment of this position and its reposting in another district, which is not part of this case; however, it does act to potentially limit the period of this claim); it is also indicated in the record that the compensation of the Traveling Electrician is not greatly in excess, if in excess at all, of the Claimants.

Finally, the language of the Claim would indicate only a demand for compensation and not that the position should be posted.

We find the Carrier in error by not posting the Bulletin at the Settegast Diesel Shop March 1, 1974. We do not find, however, that such violation of the Agreement carries with it any basis for compensation in that no losses of remuneration has been established by the Organization and there was no indication of a desire to bid the job as part of the claim; it follows that there was no claim of lack of opportunity, either.

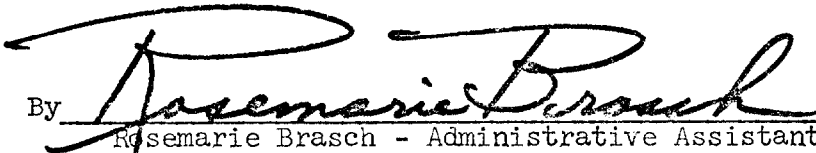
A W A R D

Claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of August, 1978.