NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 26258
THIRD DIVISION Docket Number KU-26167

Edward L. Suntrup, Referee.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Southern Pacific Transportation Company
(Eastern Lines)

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

(1) The Agreement was violated when the position of machine operator as advertised by Bulletin #45 dated April 18, 1983 was awarded to Machine Operator M. T. Young instead of Machine Operator J. L. Eddins on May 16, 1983 (System File MW-83-65/391-88-A).

(2) Claimant J. L. Eddins shall he allowed one hundred twelve and one-half (112 1/2) hours of travel time pay at his straight time rate and automobile expense ($1035.00) incurred because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: On April 29, 1983 the Claimant submitted to the Carrier a plain sheet of paper on which the following was written:

"I would like to hid on vacancy bulletin 45
and bulletin 41
and bulletin 49
Thanks.
(signature of Claimant)"

On April 28, 1983, a fellow employee, Mr. M. T. Young, submitted to the Carrier, on the form normally used for such, a bid on Bulletin 45.

Subsequently the Carrier assigned Mr. Young, with a seniority date of November 1, 1980, to bulletined Position 45 and the Claimant, who had a seniority date of October 29, 1979, to bulletined Position 41.

0" June 1, 1983, the Organization filed a Claim on behalf of the Claimant on the grounds that he, and not Mr. Young, should have bee" awarded bulletined Position 45 since his seniority date gave him prior rights to this Position.

The Claimant's contention is that bulletin Position 45 was his first preference, that bulletined Position No. 41 was his second preference, and so 0". The Board has studied the record before it and cannot reasonably conclude that it was clear from the Claimant's bid that his preference was in the order he claimed, although current Agreement Article R(9) does permit a" employee to bid on more than one Position, with preferences clearly stated. The Carrier cannot be held liable for the confusion which resulted from the manner in which the Claimant communicated his bid(s) for the Positions at bar. There is insufficient evidence of record to warrant the conclusion that the Carrier was In violation of any provision of the current Agreement.

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: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of March 1987.