

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: ( International Association of Machinists  
( and Aerospace Workers  
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( REA Express, Inc.

Dispute: Claim of Employees:

1. That R. E. A. Express, hereinafter referred to as the Company, on November 10, 1972, violated the controlling Agreement with the International Association of Machinists and Aerospace Workers, hereinafter referred to as the Union, when on that date it closed its garage located at Norfolk, Virginia, and furloughed mechanics A. F. Allen and I. T. Owens, hereinafter referred to as Claimants. All of this in violation of Rules 1, 39 and 44 of the controlling Agreement.
2. That the Company be ordered to:
  - (a) Discontinue the contracting out to outside companies or to mechanics of companies not regularly employed as such by this Company, the repairs, maintenance and servicing of Company's trucks, tractors, trailers and other equipment.
  - (b) Reopen and re-equip its garage located at Norfolk, Virginia.
  - (c) That the Company be ordered to restore Claimants to service at Norfolk, Virginia, and pay them eight (8) hours' pay each day of their former work week, subsequent to November 10, 1972, including holidays, until such time as they are restored to service and while the work is being illegally contracted to outside companies.
  - (d) Pay the premiums payments under Travelers Group Policy Contract No. 23000 for Claimants and their dependents during the time they were improperly furloughed. And Claimants be given credit for all time improperly laid off for vacation qualifying purposes, and further that Claimants be paid the difference between what they were entitled to under Rule 40 and what they received under the Railroad Unemployment Insurance Act during the period they were improperly laid off.

Findings:

The Second 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 employee 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.

Review of the record in this docket clearly shows that the claim Petitioner is asserting before this Board was not handled on the property of the Carrier in accordance with the provisions of the applicable collective bargaining agreement and as required by Section 3, First (i) of the Railway Labor Act and Circular No. 1 of the National Railroad Adjustment Board. REA's Vice President, Labor Relations declined the claim on February 21, 1973. The notice of intent to submit this dispute to the Board is dated April 3, 1974, over 13 months after the decision of the Vice President, Labor Relations. No agreement is shown to extend the time limits. Thus, the claim is barred by the clear language of Rule 34(d) in that it was not appealed within 9 months of the above mentioned decision of the Vice President, Labor Relations. Therefore, the claim is barred from consideration by the Division and will be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of May, 1975.