

Award No. 8086
Docket No. SG-8546

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Marion Beatty, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Chicago and Eastern Illinois Railroad Company:

(a) That Rule 50 of the agreement of May 1, 1945, as amended was violated by the Carrier when, it abolished the monthly-rated position of Signal Maintainer at St. Elmo, Illinois, without proper notice to the employees affected.

(b) That Rule 65 of the agreement was violated by the Carrier when it failed to advertise vacancy in monthly-rated position of Signal Maintainer at St. Elmo, Illinois.

(c) That Rule 81 of the agreement was violated when the Carrier, by way of the violations claimed in (a) and (b), reduced the rate of pay of the monthly-rated Signal Maintainer position at St. Elmo, Illinois.

(d) That the Carrier shall now be required to bulletin, as contemplated by Rule 65 of the agreement, a monthly-rated position of Signal Maintainer at St. Elmo, Illinois.

(e) That the successful applicant be paid the difference, if any, between the rate received and the monthly rate of \$416.56 per month during the period of the violation.

EMPLOYEES' STATEMENT OF FACTS: On July 18, 1945, the Carrier issued Vacancy Bulletin No. 21, advertising for bids the following positions:

"CHICAGO & EASTERN ILLINOIS RAILROAD

Office of Supt. Signals & Telegraph

Signal Department

Vacancy Bulletin No. 21

Danville, July 18, 1945

All Concerned:

Following assignment, bulletin 18:

Signal Maintainer, temporary, Evansville

Maintainer's Dist. W. E. Scholz

the management, will be allowed actual time for traveling or waiting during the regular working hours. Actual time, with a minimum of three hours and not to exceed ten hours, at the straight time rate, from the time required to report to the time of arrival at the point to which sent, will be paid as full compensation for traveling or waiting between the end of the regular hours of one day and the beginning of the regular hours of the following day, when sleeping accommodations are not available. Actual expenses but no time will be allowed for traveling or waiting between the end of the regular hours of one day and beginning of the regular hours of the following day when sleeping accommodations are available."

A thorough analysis of the above rules, as well as Rule 70, quoted in Carrier's statement of facts, clearly establishes that there exists no relevancy between the above rules and the interpretation which Petitioner here seeks to place upon those rules.

It is Carrier's position claimant has admitted he was properly notified that his monthly-rated position was being abolished; that he made proper application for and was currently assigned to the hourly-rated position bulletined and that other procedure set forth in the controlling agreement with respect to the abolishment and establishment of positions has been fully complied with.

Carrier affirmatively ascerts that all data contained herein has been handled with the employees representative.

(Exhibits not Reproduced.)

OPINION OF BOARD: There is no use writing an opinion on the merits of the case. The claim has been filed out of time and is not properly before this Board.

The claim was denied April 12, 1955, by the Carrier's highest officer designated to handle such disputes on the property. Again on May 6 the Carrier advised the Brotherhood that it was standing on its denial of April 12. The Brotherhood failed to comply with Article V, Section 1 (c) of the Agreement of August 21, 1954. There was no agreement to extend the time.

FINDINGS: The Third Division of the Adjustment Board after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois this 30th day of September, 1957.