

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20455
Docket Number MS-20421

Frederick R. Blackwell, Referee

(Robert L. Coy
PARTIES TO DISPUTE: (
(The New York & Long Branch Railroad Company

STATEMENT OF CLAIM: This is to serve notice, as required by the roles of the National Railroad Adjustment Board, of my **intention** to file an **ax parte** submission on (30 days **from** date of this notice) **covering** an unadjusted dispute between **me** and the **New York and Longbranch Railroad** involving the question:

Between the dates of November 28, 1972 and April 19, 1973 I was a furloughed employee of the **New York and Longbranch Railroad**, Maintenance of **Way** Department. Pursuant to a 1966 Labor-Management Agreement I was entitled to payment of \$433.44 per month guarantee monies. This money has not been forthcoming and **in consequence** I am **filing** this **claim**.

OPINION OF BOARD: Claimant, Robert L. Coy, comes to this **Board** with Statement of Claim as quoted above, seeking contractual benefits in accordance with these Parties' 1966 Protective Agreement.

Public Law Board No. 1279, Award No. 1, between **these same** Parties, had before it as Docket No. MW-836, a **claim** which reads:

- "1. The Carrier violated the provisions of the Protective Agreement of February 17, 1966 and the Agreements of March 19, 1969 and December 17, 1970, when at close of work on **November 28, 1972**, it abolished the **positions** of certain protected hack and **B&B** employees listed as follows:

*(See Attachment 'A')

2. Carrier shall return these protected employes, as named, to Carrier's service and compensate them **for** all monetary losses sustained, due to **Carrier's** violation of these **referred-to-** Agreements. And additionally, **all** other employes adversely affected . "

*Robert Cay

It is clear that the question brought to this **Board**, by Claimant here, has been heard and disposed of by Award No. 1, **Public Law Board No. 1279**, which stated that:

"All of the furloughed employees covered by this claim were recalled by the Carrier **in** early 1973, and additional employees were hired. The record discloses that Carrier failed to comply **with** its contractual commitments with the Organization in connection with the subject **furlough** action but the **evidence** is insufficient to permit the **Board** to now fashion a detailed remedy. **This case** is therefore remanded to the parties **for** the development of such facts as are necessary for the determination of the appropriate **remedy**. If the parties are unable to arrive at a settlement on the remedy question, the matter **shall** be returned to the **Board** for resolution of this portion of the dispute."

In order to prevent chaos and multiplicity of appeals, the claim will be dismissed for the reason that the **issue involved** concerning claim here has been determined by Public Law **Board No. 1279**, which is a tribunal of coordinate jurisdiction with this Division and whose decisions **are** likewise final and binding. Therefore, this claim is dismissed for lack of jurisdiction by this Division.

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**; and

That this Division lacks **jurisdiction** of the claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 25th **day** of October 1974.