

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award **Number** 23146  
Docket Number MS-22937

Robert A. **Franden**, Referee

**PARTIES TO DISPUTE:** (Keith S. **Seekon**  
(**Soo** Line Railroad Company

**STATEMENT OF CLAIM:** Claim of Keith S. **Seekon**:

(1) Carrier violated the effective Agreement, specifically **Rules** 3, 6, 7, 13, **15** and 16 when it refused to assign Claimant to a vacant **Trucker-Janitor** position and, instead, filled the position with a new employee.

(2) Carrier shall now be required to assign Claimant a dating of April 17, 1978 in District No. 19, senior to the new employee hired on that date.

(3) Carrier shall now be required to compensate Claimant for five hours pay, at the **time** and one-half rate, for each and every working day from April 17, 1978 **thru** May 3, 1978; for eight hours pay, at the time and one-half rate, for each and every working day from May 4, 1978 **thru** September 13, 1978; such compensation to be in addition to any compensation received by Claimant on those dates.

**OPINION OF BOARD:** The facts giving rise to this claim as expressed by Petitioner,, **Keith S. Seekon**, and the Carrier, appear to be generally in accord. Claimant, holding seniority in District No. 32, bid on a vacant position in Seniority District No. 19. Claimant's bid was received after the closing of the bulletin. Claimant was advised **that** his bid was received too late and he was not assigned to the vacancy. Claimant does not dispute that his bid was late. **He** postulates a number of excuses and suggested exceptions which he argues require his **assignment** to the position sought, establishment of a seniority date in Seniority District No. 19 and payment of penalty compensation. We find no merit to the claim. Claimant's application for the position was clearly **out** of time. This untimeliness is fatal. It makes the application, in fact, no application and events that transpired subsequent to the closing of the bulletin, under the parties' agreement, really have no bearing on the matter.

We will deny the claim.

**FINDING:** 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 ADJUSTMEW **BOARD**  
By Order of Third Division

ATTEST:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1981.

