

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
PARTIES TO DISPUTE: (
(Canadian Pacific - Maine and Vermont

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood (GL-10068) that:

1. Carrier violated Rule 30 of the current agreement when the highest officer of the Carrier designated for handling such matters failed to timely deny a claim in behalf of J. W. Bingham.

2. Carrier shall now be required to pay the claim in accordance with the provisions of Rule 30, as it was originally presented, as follows:

"Carrier violated the provisions of Article 1, Section 4 and 5, of the February 7, 1965 Stabilization Agreement when it improperly laid off Claimant J. W. Bingham on October 7, 1984.

Carrier shall now compensate Mr. Bingham for all time lost from 0001 hours on October 7, 1984 until reinstated to normal working payroll status."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes 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.

The Claimant was notified that his position had been abolished effective with October 7, 1984. On October 26, 1984, he filed a claim protesting the Carrier's action. The claim was properly progressed on the property until March, 1985. In that month, the Organization appealed the claim to the highest officer of the Carrier designated for handling this matter. The Carrier responded on March 29, 1985, that it was investigating

the claim. In a letter dated April 30, 1985, the Organization notified the Carrier that it had not responded to the claim. It then sent another letter to the Carrier dated June 3, 1985. In this letter, the Organization asserted that, because the Carrier had not responded to its appeal letter of March 30, 1985, the claim was payable as provided in Rule 30 of the parties' Agreement.

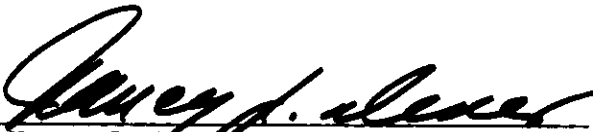
The record reveals that there was some confusion in this matter because the Claimant had filed a separate claim. However, while we understand and have carefully considered the Carrier's contentions about that aspect of the case as well as its other arguments, we find a clear violation of the time limit provisions as specified in Rule 30. Accordingly, on that basis, the claim is sustained.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deva - Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1988.