

The Third Division consisted of the regular members and in addition Referee John E. Cloney when award was rendered.

(Ralph P. Winans
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"Said undersigned claims rights to job employment as tie and lumber inspector in the job employment position recently vacated by the late Robert (Bob) Rolli; validated in inclusion of, and exceeding, scope contract agreements and general contract agreements; both between said company and Brotherhood of Railway and Airline Clerks, hereinafter referred to as BRAC union; parties to said contracts, acknowledging maintenance of above entry level job employment form 2960-C (Rev. 10-82) Union Pacific Railroad Company against said job employment position by certified mail with return receipt as required by said company. Since there had been no response, claim was furthered by process through the said BRAC union to the said company by certified mail with return receipt validating said claims and verifying right of the said undersigned to tie and timber inspector job employment position at the Dallas, Oregon occupied by C. M. Kyger. The same rules that govern the said undersigned, and help the said company, are the same rules that should govern the said company, and help the employee. There has been no response from the said company, even though the said claims have been completely, and correctly, processed by process of certified mail with return receipt, through the said BRAC union to said company."

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 employes 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 apparently bases his Claim upon the refusal of Carrier to promote him to the non-agreement position of Tie and Timber Inspector and the Organization's failure to act on upon an unsigned petition he presented requiring the Organization negotiate a \$185,000 severance Agreement. These

Claims were asserted in a series of letters to various Carrier and Organization personnel, none of whom was designated by Carrier to handle such matters. The evidence does not show the dispute was progressed on the property in conformity with the Agreement and was never presented to the highest Carrier Officer designated to handle disputes.

Accordingly, the Claim has not been handled in the manner required by the Agreement and the Railway Labor Act. In accordance with Circular No. 1 of the National Railroad Adjustment Board, the Claim must be dismissed. Furthermore, even if the merits could be reached, we can find nothing in the applicable Agreement which supports the Claimant's position that such Agreement was violated.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 12th day of August 1988.