

****2nd CORRECTION****

**Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36841
Docket No. SG-36471
04-3-00-3-703**

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

**PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
Union Pacific Railroad Company (former Chicago &
(Northwestern Transportation Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen n the Union Pacific Railroad (C&NW):

Claim on behalf of L. P. Kringle for payment of nine hours at the time and one-half rate, account carrier violated the current Signalmen’s Agreement, particularly Rules 15 and 16, when on June 13, 1999, it allowed a junior employee to perform overtime service on routine maintenance on the Proviso Hump Yard Territory, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 1211854. General Chairman’s File No. N15, 16-007. BRS File Case No. 11425-C&NW.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

On June 13, 1999, the employee to whom overtime for routine maintenance would have been assigned was away on vacation. In light of that fact and because there was no qualified relief employee available, the Carrier assigned the overtime to a 1st shift employee rather than the Claimant, who was the 2nd Shift Leader. The employee to whom the overtime was assigned was junior in seniority to the Claimant.

As is clear from the findings of fact, the date of the alleged violation of the parties' Agreement was June 13, 1999. However, the record reflects that the claim herein was postmarked on August 13, 1999, 61 days after the alleged violation. Rule 69(a) clearly provides that all claims must be presented in writing to the Carrier within 60 days from the date of the occurrence on which the claim is based. Thus, because the claim was submitted outside of this period, it is untimely and must fail.

AWARD

Claim dismissed.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 28th day of January 2004.