



Award No. 18417
Docket No. MS-18705

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

CHARLES L. WHITE

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: I, Charles L. White, a former employe of the Baltimore & Ohio Railroad, prior to the merger of the Baltimore and Ohio Railroad and the Chesapeake and Ohio Railroad, haven't worked since the job protection agreement went into effect, September 3rd, 1966. I was furloughed or laid off; but I was called back to work as of January 1st, 1968. I did not work because of lack of work. My position was that of Chef Cook and my name was on the Seniority list as number (7) seven, among men furloughed and called back.

Other employes of the Company with less seniority as Chef Cooks are protected and I am not protected.

Therefore I file this notice of intention to file ex parte submission within (30) thirty days from this date.

I do hereby request an oral hearing.

OPINION OF BOARD: Claimant, on February 12, 1970, filed this claim herein with this Board, contending that he wasn't protected under the Job Protection Agreement after being furloughed from Company service; that employes with less seniority were called back to work rather than Claimant.

Claimant on June 17, 1966 filed a claim with Carrier's Superintendent, Passenger Food Service, Mr. K. S. Cox, alleging that his seniority rights under the 1948 existing working agreement were violated when Carrier sent Employee E. Holmes out on Train No. 10 as 2nd Cook on Car 1078, who Claimant contended was junior to him as a 2nd Cook and Chef Cook.

Carrier replied to Claimant's aforesaid claim by letter addressed to Claimant dated June 20, 1966, denying the claim under Section 9 of the Job Protection Agreement signed by General Chairman John A. Grinage in Baltimore, May 6, 1966.

Carrier raises a procedural defect setting forth that this Board is without authority or jurisdiction to proceed in this matter on the grounds that this grievance was not progressed on the property in accordance with the provisions of the Railway Labor Act.

With this contention we agree. The claim as presented to this Board by Claimant herein was not handled on the property of the Carrier as required by Section 3, First (i) of the Railway Labor Act and Circular No. 1 of the National Railroad Adjustment Board or in accordance with the provisions of the applicable collective bargaining agreement. Therefore, this claim is barred from consideration by this Board, and must be dismissed.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1971.