

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19951  
Docket Number MSX-20099

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (D. A. Poncelow  
(REA Express, Inc.

STATEMENT OF CLAIM: Prior to September 3, 1970 there were two (2) Over-the-Road Truck positions operating between Mitchell, South Dakota and Rapid City, South Dakota. One position under the jurisdiction of Over-the-Road Seniority District #4, Trans-Missouri District Board of Adjustment - the other position under Over-the-Road Seniority District #2, Northern District Board of Adjustment.

D. A. Poncelow with Seniority Date of July 11, 1962 held position in Seniority District #4, W. A. Garber with Seniority Date of May 31, 1968 held the position in Seniority District #2.

Carrier (Railway Express Agency) abolished both positions on date of September 3, 1970 and posted one Over-the-Road position in Seniority District #2 for the remaining work left on these two positions.

W. C. Moeller with Seniority Date of February 1, 1967 was awarded the remaining Over-the-Road work and position over the bid of senior employee D. A. Poncelow and objections of General Chairman, W. W. Wilkinson of the Missouri District Board of Adjustment. Claim was timely and properly filed by W. W. Wilkinson, General Chairman and advanced through the Brotherhood of Railway Clerks to the highest level.

Mr. C. L. Dennis, International President of the Brotherhood of Railway Clerks returned case to General Chairman, W. W. Wilkinson in May with instructions that case should be returned to interested employee D. A. Poncelow for his own handling with the Third Division, National Railroad Adjustment Board.

I do not believe proper consideration was given to the fact that my bid was not accepted under Rule 12 B of the Agreement, but only as to who should have full jurisdiction over the run. Thus, I lost 18 months earnings before being able to get back to work.

OPINION OF BOARD: Prior to this dispute two Over-the-Road truck positions operated between Mitchell and Rapid City, South Dakota. One position was assigned to Seniority District #4 and the other to Seniority District #2. The claim is that Carrier violated the Agreement when it abolished the two positions and posted one Over-the-Road position to Seniority District #2.

Among other defenses the Carrier asserts the claim has not been progressed in accordance with the requirements of Section 3, First (i) of the Railway Labor Act.

In these circumstances, this Board does not have jurisdiction to consider the claim on its merits. (Award No. 19812 (Lieberman)). We shall dismiss the claim.

FINDINGS: 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 Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board does not have jurisdiction over the dispute involved herein; and

The claim is dismissed.

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1973.