

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25710
Docket Number MS-25632

M. David Vaughn, Referee

PARTIES TO DISPUTE: (John P. Maratea
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(Illinois Central Gulf Railroad Company

STATEMENT OF CLAIM:

"Denying benefits due me as a result of the abandonment at Madison, Wisconsin, January 30, 1981 and subsequent abolishment of my position as Maintenance of Way Foreman at that location. I am a fully protected employee under the Washington/ICG Merger Job Protection Agreements. It was necessary for me to exercise my rights at Rockford, Illinois - 70 miles from my home and former job location."

OPINION OF BOARD: Claimant was, at the time of the claim, employed by the Carrier as a Maintenance of Way Foreman. On January 31, 1981, the Carrier abandoned that portion of track for which Claimant had responsibility and abolished his position, whereupon he was reassigned to a new position in Rockford, Illinois, approximately 70 miles away.

Claimant was subject to protection under the IC-GM&O Merger Agreement (the "Merger Agreement"), and he elected that coverage. Between early 1981 and November of 1983, Claimant attempted through correspondence with his Organization and, both directly and through his Organization, with the Carrier, to determine and obtain benefits under the Merger Agreement. His attempts to obtain the benefits of the Merger Agreement with respect to the sale of his house and relocation expenses were unsuccessful due first to a disagreement with the Carrier over the valuation of his house and land and, later, to a disagreement over whether Claimant's move to an apartment near his job, while he retained his residence at the location of his former job, constituted a change in residence for purposes of entitling him to relocation benefits under the Merger Agreement.

The Board has reviewed the correspondence between the Claimant, the Organization, and the Carrier, which is well organized in Claimant's presentation, and concludes that neither Claimant, his Organization, nor the Carrier treated the communications as a claim or grievance under the applicable Collective Bargaining Agreement between the Organization and the Carrier. The claim was not progressed in the usual manner under the Agreement, as required by Section 3, First (i) of the Railway Labor Act, in that the correspondence was not denominated or processed as a claim under the Agreement and, insofar as the record shows, no conference was ever held on the property concerning Claimant's requests for benefits.

Board precedent is clear that issues not handled on the property before being brought to the Board have not been handled "in the usual manner" and must be dismissed as outside the Board's jurisdiction. See, e.g., Third Division Awards 25131, 25610, 24470, 20975, 20472, 20456 and 15063. The statutory requirement that claims brought before the Board must have been progressed "in the usual manner" serves the important policy purpose of encouraging and assisting the parties to resolve their disputes at the lowest level in a well-defined and expeditious manner. More importantly for purposes of the legal resolution of the claim, the requirement is jurisdictional: unless the requirement has been met, the Board has no jurisdiction to proceed and must dismiss the claim without examination of the merits.

Based on the foregoing, there is no need to rule on the other procedural contentions advanced by the Carrier.

Accordingly, for the reasons set forth herein the claim must be, and it hereby is, dismissed.

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 has jurisdiction over the dispute involved herein; and

That the claim is barred.

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 14th day of November 1985.

