

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30766
Docket No. SG-28549
95-3-88-3-381

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company - Pere Marquette
(District)

STATEMENT OF CLAIM:

"On behalf of all Communications employees shown on attached 1987 Seniority Roster of the Chesapeake and Ohio Railway Company (Pere Marquette District):

(a) Carrier violated the parties' Communication Agreement, as amended, particularly Addendum 11, when on April 6, 1987, Carrier issued Addendum to Bulletin MS-3-87 assigning new position of "District Signal Maintainer Force 7P 35, P. Franzel, located at Saginaw, Michigan, Effective April 13, 1987" and Bulletin C-4010-C&O-NORTH dated March 27, 1987 abolishing at close of work April 3, 1987 C&S Maintainer 7P81 headquartered at Marlette, Michigan, which had the effect of transferring signal work accruing to C&S Maintainers under the parties' Communication Agreement to Signal employees who hold no rights under the parties' Communication Agreement. See also Communications Bulletin C-6001-CO-NO-T dated June 16, 1987 reassigning certain communication work.

(b) Carrier should now be required to compensate claimants named on the attached 1987 seniority roster an amount equal to the wages paid District Signal Maintainer P. H. Franzel, or any other subsequent signal department employee assigned to perform signal work on the Port Huron Subdivision previously assigned and accruing to C&S Maintainers pursuant to Addendum 11. Such payment is to be divided equally among Claimants referred to above for their loss of work and earning opportunities."

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.

This Board is unable to address the merits of this dispute.

The record shows that by letter dated April 29, 1987, the Organization filed a claim protesting the abolishment of the C&S Maintainer's position at Marlette, Michigan, Bulletin No. C-4010-C&O North. The record further shows that Bulletin No. C-4010-C&O North was dated March 27, 1987 abolishing the position effective April 3, 1987. The Carrier denied that claim by letter dated June 15, 1987 stating that the position was abolished due to reduction of communication facilities and lack of interest in the position when it was advertised on December 8, 1986.

By letter dated June 2, 1987, the Organization filed a claim protesting the assignment of P. H. Franzel to the former C&S Maintainer's position at Marlette. The Organization attached a copy of its April 29, 1987 letter "to be incorporated as part of this claim." The Carrier responded to that claim by letter dated July 20, 1987 denying the claim again stating that there was no interest in the position because no bids were received.

By letter dated August 17, 1987, the Organization submitted "an appeal of the decision of Division Engineer J. R. Rymer, who declined our claim." The Organization attached a detailed statement of claim which alleged that the Agreement was violated "when on April 6, 1987, Carrier issued Addendum to Bulletin MS-3-87 assigning new position of 'District Signal Maintainer Force 7P 35, P. Franzel, Located at Saginaw, Michigan, Effective April 13, 1987' and Bulletin C-4010-C&O-NORTH dated March 27, 1987 abolishing at close of work April 3, 1987 C&S Maintainer 7P81 headquartered at Marlette, Michigan, which had the effect of transferring signal work accruing to C&S Maintainers under the parties' Communication Agreement to Signal employees who hold no rights under the parties' Communication Agreement."

Rule 702 of the Schedule Agreement states:

"RULE 702 - TIME LIMIT ON CLAIMS

All claims or grievances shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Carrier authorized to receive same, within 60 days from the date of occurrence on which the claim or grievance is based.

* * *

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of its decision. Failing to comply with this provision, the matter shall be considered closed."

A reading of the August 17, 1987 "appeal" by the Organization shows that it was an untimely appeal of the April 29 grievance or the untimely filing of a new claim. We have no jurisdiction to consider the claim.

AWARD

Claim dismissed.

O R D E R

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 6th day of April 1995.