



Award Number 17738

Docket Number CL-18029

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINES AND
STEAMSHIP CLERKS, FREIGHT HANDLERS, AND
STATION EMPLOYES**

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6497) that:

- (a) The Carrier violated the Agreement at Atlanta, Georgia, on July 18, 1967, when it refused to permit employes of the Atlanta General Offices to return to work when picket lines were removed and when those who had returned to their desks and were already performing duties of their positions were forced to leave their positions and evacuate the Carrier's property.
- (b) The Carrier shall be required to make payment of one day's pay for Tuesday, July 18, 1967, to each of the employes named in letter dated August 25, 1967, addressed to Mr. John W. Staley (copy attached as Employes' Exhibit "L" to ex parte submission), who attempted to return to work after the picket lines were removed, but was not permitted to do so.
- (c) The Carrier shall be required to make payment of one day's pay for Tuesday, July 18, 1967, to each of the employes named in letter dated August 25, 1967, addressed to Mr. John W. Staley (copy attached as Employes' Exhibit "L" to ex parte submission), who actually returned to work, was performing the duties of his position and who was forced to leave his position and evacuate the Carrier's property.

EMPLOYES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes as the representative of the class or craft of employes in which the claimants in this case hold positions and the Southern Railway Company.

On July 17, 1967, each of the claimants was employed by the Southern Railway Company and worked in the Southern's offices at 99 and 125 Spring Street, Atlanta, Georgia. At the starting time of their regular assignments on that date there were picket lines up at this location, the pickets were carrying signs which read STRIKE; therefore, an emergency condition existed on this property and the claimants did not report for work. It has previously been agreed by the Carrier and this Brotherhood in the Agreement

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to."

OPINION OF BOARD: On July 17, 1967, the shop Craft Unions struck many of the Nations' railroads, and picket lines were set up in front of Carrier's two large general office buildings at Atlanta, Georgia. Because of the national repercussions of such a strike, Congress passed legislation ending the strike on the evening of July 17, 1967.

The next day, July 18, 1967, some of the employees reported to work, one to one and a half hours late. Some had been performing their regular duties for 15 or 20 minutes when they were notified by Management to return home. Apparently those employees who reported for work after their designated starting times, were ordered home for reasons not made clear by this record.

The General Chairman of the petitioning Organization filed a blanket claim for all employees not permitted to work on July 18th. The claim was submitted directly to the Director of Labor Relations of the Carrier, normally the highest designated officer to handle appeals of claims rejected at the lower level. Carrier responded to the General Chairman advising him that such claims must be processed through the usual channels, beginning with the local officer etc.

We find this to be a most unusual situation, especially so when literally thousands of claims have been processed to this Board for decision based on the provisions of Article V of the August 21, 1954 Agreement, Section 3, First (i) of the Railway Labor Act and Circular No. 1 of the National Railroad Adjustment Board. Both the Carriers and the Organizations have won and lost cases based on the provisions of these citations. We find it difficult to understand why the claims were submitted to the Director of Labor Relations, because by doing so, the Organization completely ignored the aforementioned citations, which govern the processing of claims to this Board. Hence we are unable to consider the substantive merits of the claim, and must set it aside because of procedural defects. We will therefore dismiss the claim.

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 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.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1970.