

Award Number 17907
Docket Number SG-18136

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company that:

- (a) Carrier violated the August 21, 1954 Agreement and the Mediation Agreement dated February 7, 1965, when it failed to give sixteen hours notice of job abolishment and it also violated the same agreements as the work normally performed by these employees could have been performed.
- (b) Carrier violated the August 21, 1954 Agreement when Mr. D. L. Wylie failed within sixty days of September 15, 1967, and previously, to either approve or disapprove of individual time claims which had been submitted to him by Crewmen from Lines East.
- (c) Carrier be required now to pay Messrs. W. L. Stewart, C. J. Siewert, R. C. Larsen, L. M. Nadeau, H. L. Wolfe, R. H. Schuth, J. J. Jameson, D. W. Schurhammer, B. R. Lundberg, J. J. Pillard, J. R. Burress, K. W. Fales, J. L. Shaefer, T. B. Shaw, J. P. Fahey, J. L. Kreye, R. M. Roth, R. L. Riester, F. X. Marien, and P. L. Tocke eight (8) hours at their straight-time rates account of the above violations.

(Carrier's File: F-1052)

EMPLOYEES' STATEMENT OF FACTS: This dispute involves Lines East crew men whose positions were abolished and who lost a day's pay July 17, 1967 because of a strike by other railroad employees.

Claimants named herein submitted a claim for eight hours' straight time pay for July 17, 1967, on the basis they were not notified sixteen (16) hours in advance of their jobs being abolished because of the strike. These claims were submitted individually on Carrier's Form PR-1 (GENERAL TIME AND DISTRIBUTION RECORD).

In a letter dated November 15, 1967 (Brotherhood's Exhibit No. 1), the General Chairman wrote to Mr. S. W. Amour, Vice President-Labor Relations, asserting Carrier violated the August 21, 1954 National Agreement, and the February 7, 1965 Mediation Agreement, when it failed to give claimants sixteen hours' notice of job abolishments, further violated these

agreements as the work normally performed by those employees could have been performed, and further violated the August 21, 1954 Agreement when it failed to comply with the "sixty day time limit on claims."

Further exchange of correspondence between the General Chairman and Mr. Amour is attached hereto as Brotherhood's Exhibits Nos. 2 through 6.

There is an agreement in effect between the parties to this dispute, bearing an effective date of September 1, 1949, as amended, which is by reference thereto made a part of the record in this dispute. Amendments to that Agreement include the August 21, 1954 and June 5, 1962 National Agreements, and the February 7, 1965 Mediation Agreement.

(Exhibits Not Reproduced)

CARRIER'S STATEMENT OF FACTS: For reasons that will be fully explained in the CARRIER'S POSITION, the instant dispute has not been handled on the property in accordance with the provisions of Article V of the Agreement of August 21, 1954, Section 3, First (i) of the Railway Labor Act and/or Circular No. 1 of the Board, therefore, the instant claim is barred.

For reasons that will also be fully explained in the CARRIER'S POSITION, it is respectfully submitted that this Division is without authority or jurisdiction to proceed in the disposition of this dispute.

Effective 12:01 A.M. on July 17, 1967 the Shop Craft Organizations effected a work stoppage on this System, complete with pickets, road blocks, etc.

The Carrier, pursuant to the provisions of Article VI of the Agreement of August 21, 1954 (copy of which is attached hereto as Carrier's Exhibit "A"), abolished all positions, the work of which no longer existed or could not be performed because of the work stoppage, by affording each employee affected sixteen hours' advance notice of the abolishment.

Attached hereto as Carrier's Exhibits are copies of the following:

Letter written by Mr. S. W. Amour,
Vice President-Labor Relations, to
Mr. D. E. Twitchell, General Chairman,
under date of December 28, 1967Carrier's Exhibit "B"

Letter written by Mr. Amour to Mr. Twitchell
under date of January 22, 1968Carrier's Exhibit "C"

Letter written by Mr. Amour to Mr. Twitchell
under date of February 21, 1968Carrier's Exhibit "D"

(Exhibits Not Reproduced)

OPINION OF BOARD: Upon consideration of the testimony presented, exhibits introduced, Award No. 199 of the Special Board of Adjustment No. 605 and the August 21, 1954 Agreement and the Mediation Agreement dated February 7, 1965 it is determined that the claim was never filed with the proper officers and there is no admissible evidence tending to prove that it was ever submitted to any Carrier officer within sixty days. This being true, the claim is barred.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds: