

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19829
Docket Number CL-19997

Burl E. Hays, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(The Central Railroad Company of New Jersey
((R.D. **Timpany**, Trustee)

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-7257),
that:

(a) Carrier violated Rule No. 35 - **TIME LIMITS-GRIEVANCES**, and other rules of the Clerks' Agreement when they failed to deny claim filed in writing for compensation due **Mr. A. Brown**, under terms of the February 7, 1965 Mediation Agreement (Case **7128**), for the month of January 1971, and

(b) Carrier shall be required to compensate Mr. A. Brown for the month of January 1971, as provided for in Section 1, Article IV of the February 7, 1965 **Mediation** Agreement (Case **7128**), and

(c) In addition **to** the money amounts herein claimed, Carrier shall pay Mr. A. Brown an additional amount of 6% per annum compounded annually on the anniversary date of this claim.

OPINION OF BOARD: It is the contention of Organization that there now is but one issue before this Board -- whether or not Carrier violated Rule No. 35 when they failed **to** deny in writing claim filed for compensation due Mr. A. Brown, under terms of the February 7, 1965 Mediation Agreement (Case 7128) for the month of January, 1971.

Organization concedes that the Disputes **Committee** (Special Board of Adjustment No. 605) in Award No. 292, had jurisdiction to determine whether Carrier violated the provisions of the February 7, 1965 Agreement, particularly Article IV thereof, when it refused to compensate Mr. A. Brown for the month of January, 1971, and whether Carrier should be required to compensate Mr. A. Brown for the month of January, 1971 in accordance with the terms of the February 7, 1965 Agreement.

Organization concedes further that Special **Board** No. 605 did in fact determine these **two** issues in favor of Carrier.

However, Organization maintains that the Honorable Murray M. **Rohman**, Neutral Member of Special Board No. 605, was barred from considering the issue of whether or not Carrier violated Rule No. 35 by denying in writing Brown's claim for compensation for the month of January, 1971, on the grounds that there was nothing in the submissions of the parties that established the

question of having been handled on the property, and therefore this issue is still unresolved, and that it is proper to seek an interpretation from this Board.

On the other hand, Carrier maintains that Special Board No. 605 did have jurisdiction to determine all three issues, and did so by also holding in favor of Carrier on the TIMES LIMIT question under Rule No. 35.

It is the opinion of this board that since the issue here involves the application and interpretation of the February 7, 1965 National Agreement, the Dispute Committee (Special Board No. 605) created by that Agreement, was the proper forum to hear this dispute, and that as determined in Award No. 16869 and Award No. 14979, "procedures established and accepted by the parties themselves for resolving disputes under the Job Stabilization Agreement should be respected."

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 be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. G. Killen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of June 1973.