NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24382
Docket Number MS-24897

PARTIES TO DISPUTE: (W. R. Sprague, A. L. Jago, Kenneth H. Warthman
(Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: "This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of our intention to file an ax parte submission on October 12, 1982 covering an unadjusted dispute between us and the Chesapeake and Ohio Railway involving the question:

W. R. Sprague is working et Kanauga, Ohio as Opr-Clerk
Kenneth H. Warthman retired from the Chesapeake and Ohio Railway July 16,1981 as opr-clerk at Kanauga, Ohio and Allan L. Jago, who is still working at Kanauga, Ohio as opr-clerk. On being older operators, we are claiming that we should have received one years severance pay when Hobson Yard was closed, as the railway had always dooe before in closing offices."

OPINIONOF BOARD: Claimants were Operators at Carrier's Hobson Yard. On or about February 13, 1981, Carrier closed Hobson Yard. Claimants exercised their seniority to other Operator positions at Kanauga, Ohio. The claim that is presently before this Board for adjudication is for severance pay which the Claimants believe theyare entitled to as a result of the closing of Hobson Yard.

The primary difficulty with Petitioners' claim is that it has not been 'handled in the usual ma-" on the property. Rule No. 27½ of the negotiated Rules Agreement; Section 3,First (i) of the Railway Labor Act; and Circular No. 1 of this Board all require that claims be filed, progressed and conferenced in the usual manner on the property prior to submission to this Board for resolution. Although Claimants may not be experienced in the required procedures, that does not overcome the obvious procedural defect which exists in this case. Therefore, given the fact that these requirements were not fulfilled, we have no choice but to dismiss the claim,

Even if we were somehow able to overcome the fatal procedural defect described above, we would be left with the unassailable fact that the action which was taken in this situation was in complete compliance with the provisions of a negotiated Agreement which was specifically entered into to cover situations such as that which exists here. Because the Claimants are not in consonance with the negotiated Agreement does not give this Board the right to go behind the Agreement or question its validity.

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 Employes involved in this dispute are respectively Carrier and Employes 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: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of May 1983.