

(Frank G. Steele
PARTIES TO DISPUTE: (
(Soo Line Railroad Company

STATEMENT OF CLAIM:

"Whether Frank G. Steele qualifies, as he contends, for the Soo Line Voluntary Separation Pay Plan for TCU employees, pursuant to the provisions of the MEMORANDUM OF AGREEMENT dated November 25, 1987, between the Soo Line Railroad and the TCU. The railroad has incorrectly asserted that I am not eligible for the plan and has thus wrongfully refused to pay me the separation benefits provided for in the Plan as I requested under option 1(c)."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

Section 152 Second of the Railway Labor Act stipulates that:

"All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute."

Section 153 First, (i) of the Railway Labor Act stipulates that:

"(i) The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on June 21, 1934, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but,

failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes."

Failure to comply with either of the aforequoted sections of the Railway Labor Act precludes this Board from reviewing the merits of this dispute.

In reviewing the record before this Board, it is clearly evident that the claim we are requested to resolve has never been handled on the property "...in the usual manner..." and has never been conferenced "...between representatives designated and authorized to confer,...".

Even if the merits of this dispute were properly before this Board for adjudication we would have to deny the claim because Claimant did not fulfill the condition requirement of being a furloughed employee who was collecting a guarantee under the July 1, 1985, Employee Protection Agreement.

Under the circumstances outlined herein, we are compelled to dismiss this claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 4th day of May 1989.