

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21424  
Docket Number MS-21425

Nicholas H. Zumas, Referee

(M. W. Arbes

PARTIES TO DISPUTE: (

(Chicago, Rock Island and Pacific Railroad Company

( William M. Gibbons, Trustee)

STATEMENT OF CLAIM: This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intention to file an ex parte submission on October 9, 1975, (30 days from date of this notice) covering an unadjusted dispute between me and the CRI & PRR involving the question:

On April 8, 1959, I went to work for the CRI & PRR in El Reno, in the Bridge and Building Department, being the El Reno to Dallas run of the Bridge and Building Department, sometimes known as the "South End."

Then, on September 22, 1969, I transferred to the "North End" of the Bridge and Building Department of the CRI & PRR, being the Shawnee to Amarillo and El Reno to Harrington, Kansas responsibility of the Bridge and Building Department. It should be noted that both the "South End" and the "North End" are within the same division of the Rock Island Railroad, being the Southern Division of the Rock Island.

Then, on August 15, 1975, I was "laid off" by the Rock Island. On August 29, 1975, I filed for unemployment and sick benefits.

I have been told by the CRI & PRR that I am not entitled to unemployment pay under the 1964 Maintenance Way National Agreement. That agreement provides, in essence, that persons employed for two years prior to that time are protected employees and entitled to unemployment pay, if "laid off" based on the number of working days during the prior year.

The issue then, is whether or not my services on the Southern Division of the CRI & PRR on the "South End" for two years prior to the 1964 National Agreement, places me within the protection of the Agreement.

OPINION OF BOARD: It is clear from the Statement of Claim that the issues raised involve the application and interpretation of the provisions of the February 7, 1965 Agreement. As such, this Division has no jurisdiction to consider such issues; they must be adjudicated by Special Board of Adjustment No. 605, specially created to consider matters arising out of the February 7, 1965 Agreement.

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 Petitioner involved in this dispute are respectively Carrier and Petitioner within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division has no jurisdiction to consider the claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulson*  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1977.

