H. C. CROTTY
PRESIDENT

FRANK L. NOAKES
SECRETARY-TREASURER

# BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

AFFILIATED WITH THE A.F.L.-C.I.O. AND C.L.C.
GRAND LODGE
12050 WOODWARD AVE., DETROIT, MICHIGAN 48203
OFFICE OF
PRESIDENT
29

FILE SBA #605
General

January 21, 1970

Mr. J. J. Berta
704-06 Consumers Building
220 South State Street
Chicago, Illinois 60604

Dear Brother Berta:

Re: Awards of Special Board
of Adjustment No. 605

To enable you to bring your records up to date, I am enclosing signed copies of Awards 178 through 186.

With best wishes, I am

Sincerely and fraternally yours,

H. C. Crotty
President

Enclosures

Award No. 178
Case No. SG-25-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE: Brotherhood of Railroad Signalmen
and
Chicago, Rock Island & Pacific Railroad Company

QUESTIONS AT ISSUE:

(a) Did Carrier violate the February 7, 1965 Agreement when, on July 16, 1967 and by telephone, it advised signal employees on the Illinois Division that they were being laid off due to a Shop Craft employees' strike, said lay-off effective at their starting time July 17, 1967?

(b) Should Carrier now be required to pay the signal employees on the Illinois Division eight hours' pay each at their respective rates of pay account not being properly notified their jobs were abolished as of starting time July 17, 1967?

OPINION OF BOARD: On Sunday morning, July 16, 1967, the Shop Craft employes went on strike on Carrier's property. Later that day, after having determined that train operations could not be continued, Carrier issued instructions to its supervisors to give notice to all affected employes that their services would not be required until such time as the strike terminated.

The affected employes of the Organization were notified by telephone during the late afternoon and early evening of July 16, 1967 not to report for work at their starting times the following day, July 17, 1967.

As a result the Organization filed claims with the Third Division (alleging violation of Rule 39 of the schedule agreement; the August 21, 1954 National Agreement; the June 5, 1962 National Agreement; and the February 7, 1965 Mediation Agreement) and this Disputes Committee (alleging violation of the February 7, 1965 Mediation Agreement). The claims were filed on August 30, 1968.

There is no identification made in the claims or the submissions between "protected" and "unprotected" employes.

The question, therefore, is whether this Disputes Committee is the proper forum to determine the rights of all concerned. If this claim involved only "protected" employes or the relative rights of "protected" and "unprotected" employes, we would be faced with different considerations. As we said in Award No. 151:

> "It is clear that the February 7 Agreement was intended to apply to protected employes only (Award No. 50), even though this Board has jurisdiction to determine the relative rights of protected and non-protected employes as they are affected by the February 7, Agreement (Awards No. 91 and No. 111).

Under all circumstances this claim is properly before the Third Division. Its jurisdiction extends and affects all employes by reason of the schedule agreements.

Since the identical claim is before the Third Division, the claim before this Committee should be dismissed without prejudice.

AWARD

Pursuant to the Opinion herein, the claim is dismissed without prejudice.

Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
January 7, 1970