

AWARD NO. 199
Case No. SG-28-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Milwaukee, St. Paul and Pacific Railroad Company
TO THE) and
DISPUTE) Brotherhood of Railroad Signalmen

ISSUE IN DISPUTE: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company that:

(a) Carrier violated the August 21, 1954 Agreement and the Mediation Agreement dated February 7, 1965, when it failed to give sixteen hours notice of job abolishment and it also violated the same agreements as the work normally performed by these employees could have been performed.

(b) Carrier violated the August 21, 1954 Agreement when Mr. D. L. Wylie failed within sixty days of September 15, 1967, and previously, to either approve or disapprove of individual time claims which had been submitted to him by Crewmen from Lines East.

(c) Carrier be required now to pay Messrs. W. L. Stewart, C. J. Siewert, R. C. Larsen, L. M. Nadeau, H. L. Wolfe, R. H. Schuth, J. J. Jameson, D. W. Schurhammer, B. R. Lundberg, J. J. Pillard, J. R. Burress, K. W. Fales, J. L. Shaefer, T. B. Shaw, J. P. Fahey, J. L. Kreye, R. M. Roth, R. L. Riester, F. X. Marien, and P. L. Tocke eight (8) hours at their straight-time rates account of the above violations.

OPINION OF BOARD: This Committee has heard and decided issues involving the proper handling of claims on the property. In those cases, however, the procedural questions were intertwined with a substantive issue arising under the February 7, 1965, Agreement.

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In the case before us the Employees have simultaneously submitted the procedural issue to the Third Division, lest it find itself in the wrong forum and thereafter foreclosed from initiating a proceeding in the right one. The claims do allege a violation of the February 7, 1965, Agreement. But the substantative question has become bottomed exclusively on the procedural. According to the Employees' submission, Carrier failed to respond to the claims within the 60 days required by Article V of the August 21, 1954, National Agreement and therefore is required to allow them. It is undisputed that Carrier did not respond within 60 days of the alleged filing. Carrier's defense is that Claimants failed to file with the proper officer authorized to receive claims in the first instance, it never received them, and therefore they must be disallowed.

If the Employees prevail on the procedural issue, Carrier must allow the claims pursuant to Article V 1(a) of the 1954 Agreement, regardless of their merits. If Carrier prevails because the claims were not filed properly within 60 days of the occurrence, then similarly the claims are barred. In either event application of Article I, Section 4, of the 1965 Agreement is not required in order to resolve the dispute.

Only this Committee can interpret and apply the February 7 Agreement. But this Committee has no jurisdiction over other agreements. The Third Division is the proper forum for a claim which can be disposed of solely by reference to the August 21, 1954 Agreement and it is therefore referred to that body without further action.

A W A R D

Claim referred to the Third Division
for disposition under the August 21,
1954, Agreement.


Milton Friedman
Neutral Member

Washington, D. C.
January 20, 1970