# NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202—659-9320

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July 28, 1972

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Mr. Nicholas H. Zumas
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Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There are attached copies of Awards Nos. 310 to 319 inclusive, dated July 27, 1972, rendered by Special Board of Adjustment No. 605.

Yours very truly,

cc: Messrs.
G. E. Leighty (10)
R. W. Smith (2)
Lester Schoene
C. L. Dennis (2)
C. J. Chamberlain (2)
M. B. Frye
H. C. Crotty
J. J. Berta
S. Z. Placksin (2)
T. A. Tracy (3)
W. S. Macgill
M. E. Parks
J. E. Carlisle
W. F. Euker
T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE ) Hotel and Restaurant Employees and Bartenders International Union
and
Delaware and Hudson Corporation

QUESTION AT ISSUE: The question at issue is whether a protected employee may be furloughed by the Carrier where there is neither a decline in the Carrier's business nor any emergency conditions as set forth in Sections 3 and 4 of Article I of the Agreement.

OPINION OF BOARD: The foregoing Question at Issue was submitted by the Organization in August 1966.

No submission was filed with the Disputes Committee until November 1971. In the interim there was a protracted exchange of correspondence between the General Chairman and Carrier's Director of Labor Relations, its highest designated officer. There was no intermediate handling, despite Carrier's contention that monetary claims in behalf of individual employes must be "handled in the usual manner."

The Organization rejected this contention. In early correspondence it took the position that "we are not filing individual claims, whereby the basic agreement would have precedence." Rather, the Organization asserted that:

> "Disputes as to the non-application of this agreement or as to the interpretation thereof is between the highest officer of the carrier designated to handle disputes and the General Chairman of record."

As noted earlier, the original Question at Issue was submitted in August 1966. In December 1967 this Board in Award No. 17 had before it virtually the identical question originally presented here. It answered the question in the affirmative, namely, that Carrier had the right to furlough a protected employe where there is neither a decline in Carrier's business nor any emergency conditions. The Board went further to hold that a furloughed protected employe does not suffer any suspension of benefits under the circumstances.

Subsequently, and in its Submission of November 1971, the Organization took the position that in light of Award No. 17 (decided a year and four months after the Question at Issue was originally submitted), there should be considered by this Board what the Organization characterizes as the "Real Issue in Dispute," namely whether Claimants are entitled to compensation. 1/

1/ The early contention that no individual claims had been filed was abandoned. The Organization now claims that its June 15, 1966 letter clearly indicates that individual monetary claims were in fact filed.

OPINION
OF BOARD
(Continued): Carrier asserts that 1) only the original Question at Issue is before this Board and was determined in Carrier's favor, and 2) even if the Board should consider the revised question, such question is subject to the time limit rule and must be handled in accordance with that rule under the schedule agreement between the parties.

The salient issue in this dispute may be stated as follows: If a claim is made regarding the meaning or interpretation is taken up with the highest officer, can a related and ancillary compensation claim be also considered directly with the highest officer without being subject to the time limit and other rules governing the handling of grievances.

The Board holds that it cannot.

To hold that the filing of a claim for an interpretation of the provisions of the February 7 Agreement would waive the requirement of timely processing of related compensation claims would render the Interpretations regarding HANDLING OF CLAIMS OR GRIEVANCES meaningless. As was stated in our Award No. 131: "Practically, there is no reason why a money claim, whether or not it requires an interpretation of the Agreement, should not be filed in accordance with the rules, * * *."

AWARD

Claim dismissed.

Nicholas H. Zumas
Neutral Member

DATED: Washington, D. C.
July 27, 1972