

NATIONAL RAILWAY LABOR CONFERENCE

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

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T. F. STRUNCK, Administrator of Disputes Committees

July 6, 1976

Dr. Murray M. Rohman
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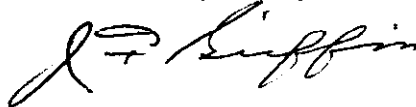
Mr. Irwin M. Lieberman
91 Westover Avenue
Stamford, Connecticut 06902

Mr. Nicholas H. Zumas
1990 M Street, N. W.
Washington, D. C. 20036

Gentlemen:

There are attached two copies of Awards Nos. 399 and 400, dated July 2, 1976, rendered by Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 National Agreement.

Yours very truly,



cc: Chairman - Employees' National
Conference Committee (10)

Messrs.

C. L. Dennis (2)
E. J. Neal (3)
S. G. Bishop (4)
C. J. Chamberlain (2)
H. C. Crotty (2)
R. W. Smith (2)
M. B. Frye (2)
W. W. Altus (2)
✓ J. J. Berta (2)

Lester Schoene Esquire (2)

R. K. Quinn, Jr. (3)

W. F. Euker

T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Portland Terminal Railroad Company

QUESTIONS
AT ISSUE: Employees' Statement of Questions at Issue

(1) Did the Carrier violate the terms of the National Employment Stabilization Agreement of February 7, 1965, between the parties when it refused to pay Mr. B. J. Walker, Mr. H. H. Pfaff, Mr. K. L. Mack, Ms. E. B. Yetter, Mr. R. E. Morris, and Mr. J. H. Harris their guarantee compensation for the months of April and/or May 1974?

(2) Shall the Carrier be required to compensate as follows:

B. J. Walker	April	\$327.74	
H. H. Pfaff	April	340.47	
K. L. Mack	April	331.60	May \$ 22.64
E. B. Yetter	April	396.91	May 609.12
R. E. Morris			May 160.79
J. H. Harris	April	333.06	May 333.06

Carrier's Statement of Questions at Issue

1. Were Claimants' furloughs and concurrent suspensions of protected status in 1973 due to a "decline in business" as that term is defined and used in the February 7, 1965 Agreement?

2. Are the claims of the Claimants in this Group P-3 properly before this Board or are they "dead" due to initial filing with the wrong officer and/or dead due to more than nine months having elapsed since the Carrier's highest officer first denied the claims of these particular Claimants in 1973?

OPINION
OF BOARD: Basic to the Organization's thrust, urged both on the property and before this Committee in its submission and vigorous argument, is the contention that the substitute formula Agreement is invalid because of the Amtrak takeover.

In a letter to carrier's highest designated officer, dated January 18, 1975, the General Chairman alleged as follows, viz:

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"The Local Agreement of February 3, 1966, as referred to by the Carrier is defective and not applicable. The criteria of that agreement consisted of total pieces of mail and baggage handled, volume of ticket sales and total number of freight and passenger car count. This criteria was nullified when baggage, tickets, mail and passenger car count were taken away from PTR employees. The validity of the local agreement was terminated."

The submission before our Board reaffirms this basic position in the following statement, viz:

"Furthermore, it is the Employees' contention the Agreement of February 3, 1966, has been rendered null and void in that while baggage is handled and ticket sales are made at the Portland Terminal, such business is handled by Amtrak due to a transaction brought about by a Congressional Act. * * * the Agreement of February 3, 1966, has been rendered ineffective; and a new agreement must be negotiated."

While we are reluctant to dispose of a case on technical grounds, nonetheless, we are constrained to recognize that the position enunciated is fundamental to petitioner's case and has been emphasized by the Organization. Therefore, we have no alternative but to rule on this threshold question.

We cannot avoid the elementary principle that our jurisdiction is strictly limited to interpreting the provisions of the February 7, 1965 Agreement. See Awards 105, 230 and Interpretation to Award 355. On its face, a resolution of the case as presented by the petitioner does not involve any interpretation of the February 7, 1965 Agreement. Our authority is circumscribed by said Agreement and does not extend to disputes involving Amtrak nor challenges to the validity of properly executed contracts and related matters. In connection with our conclusion, we would note the following comment of record as contained in a letter from the Organization, a portion of which is hereinafter quoted, viz:


"We also file for protection under the provisions of the Washington Job Protection Agreement of May 1936, The Oklahoma Conditions of May 1944, Appendix C-1 (Amtrak), and the Burlington Conditions of November 1944."

Thus, in view of our comments and recognizing the limitations on our jurisdiction, we have no alternative but to dismiss this claim on jurisdictional grounds. Therefore, in this posture, we fail to find any necessity for responding to the Questions at Issue.

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AWARD:

Dismissed per Opinion.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
July 2, 1976