

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

AND

THE LAKE ERIE AND EASTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Agreement governing hours of service and working conditions between the parties was violated by the Carrier at Wampum, Pa., in the treatment accorded Cashier Clair W. McKim, in the discipline administered in dismissing him from the service on November 26, 1957, and

(2) His record shall now be cleared of the alleged charge against him and he be restored to the position of Cashier, Wampum, Pa. with all rights unimpaired and compensated for all monetary or wage loss sustained retroactive to and including November 22, 1957.

OPINION OF BOARD: The employe herein was discharged by Carrier as shown by the record before us and has appealed his claim to this Board for a final determination on the merits of the claim.

Carrier has raised the question of jurisdiction of the Board, and contends the Organization has progressed the claim here but has failed to comply with the provisions of the effective agreement between the parties as relates to "Procedure in Handling Claims, Grievances and Discipline Cases, etc." effective March 15, 1954. This claim, it is agreed, arose in Seniority District No. 24, as set out in the agreement.

Before making an award on the merits of the claim, we must first determine if the claim has been properly progressed to the Board. The above agreement, referring to Seniority District No. 24, provides the method to

be used in filing claims. Section 1 provides claim will be filed with the Agent having jurisdiction of the particular station. In the claim before us, the employe was the cashier at Wampum, Pa., and under the supervision of the Agent at that point.

Claim herein was filed with the Assistant Superintendent and not with the Agent as required. The Organization argues that Carrier violated the agreement by its failure to have the Agent conduct the investigation as allegedly provided by Section 1 of the agreement referring to Seniority District No. 24.

The Board, after a thorough review of the record before us and applicable provisions of the agreement involved, is of the opinion that we do not have jurisdiction sufficient to warrant a determination of the claim before us, for the reason claim was not made herein to the Agent as required. Such action by the employe, standing alone, fails to give this Board jurisdiction over the parties. The rules made between the parties under a collective bargaining agreement must be complied with in the first instance by filing the initial claim properly. This being true, the Board cannot accept jurisdiction in the docket before us.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and Employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934; and

That the Board does not have jurisdiction to consider the merits of the claim before us. Claim must be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 20th day of July, 1959.