

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6275) that:

(1) Carrier violated the terms of the currently effective agreements between the parties when it failed and refused to pay claims which were not declined within the prescribed time limits of Article V of the August 21, 1954 Agreement.

(2) Orville L. Pratt, E. Moore, M. Shipp, B. Allen, Eldor Weber, May Hoynacki, Frank Pizzo, John Gaffney, E. O. Larue, St. Louis, Missouri, now be allowed payment for claims as submitted on January 31, 1966 and not declined by the Carrier under the provisions of the Time Limits on Claims Rule.

(3) R. W. Hanks, V. P. Gerwitz, J. T. Jones, W. J. Kennedy, E. E. Shipp, and E. L. Williams, St. Louis, Missouri, now be allowed payment for claims as submitted on February 6, 1966 and not declined by the Carrier under the provisions of the Time Limits on Claims Rule.

(4) E. Maus and Joe Orlando, St. Louis, Missouri, now be allowed payment for claims as submitted on February 16, 1966 and not declined by the Carrier under the provisions of the Time Limits on Claims Rule.

NOTE: Amounts due claimants to be determined by a check of the Carrier's payrolls and other records.

EMPLOYES' STATEMENT OF FACTS: On February 7, 1965 an agreement was entered into between the Carrier and this Organization known as the National Mediation Agreement (Case No. 7128) and hereinafter referred to as the February 7, 1965 National Employment Stabilization Agreement. On November 24, 1965 the same parties to the above referred to agreement rendered Interpretations to the provisions of the Mediation Agreement of February 7th which were agreed upon by the parties as having the same force

May 5, 1965 for his failure to obtain a position available to him in the exercise of his seniority rights. Mr. Maus received payment to which he is entitled under provisions of that Agreement for the months of March and April 1965 and forms presented by him for the balance of the months indicated above were returned to him declined on May 2, 1966.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is for a violation of the time limits provision of Article V of the August 21, 1954, National Agreement.

The parties to this dispute entered into a National Employment Stabilization Agreement on February 7, 1965. On November 24, 1965, the parties agreed upon Interpretations to the provisions of this Agreement. They decided that the time limits for presenting time claims under the February 7, 1965 Agreement would be extended through May 24, 1966, and the officer of Carrier to whom the claims were presented would be granted an additional ninety days to render decisions concerning time claims or grievances.

The claims in the instant case are for difference in pay for March 1965 and continuing in each subsequent month that Petitioners failed to receive compensation equal to their guaranteed wages under Article IV, Section 1 and 2 of the National Employment Stabilization Agreement of February 7, 1965.

Brotherhood contends that in accordance with Rule 49 of the basic Agreement which contains the same provisions in Article V, Section 1, Paragraph (a) of the August 21, 1954 National Agreement, it properly presented these claims within sixty days from the date of the occurrence of the grievance to the Officer of Carrier entitled to receive claims, but that Carrier failed to respond in writing to the representative of Brotherhood who filed the claims within the extended time agreed upon in the Interpretations and in accordance with both Article V and Rule 49.

Although Carrier declines these claims for a number of reasons, we find the argument for dismissal on procedural grounds valid. Since the claims were presented to the General Agent, a representative of Carrier not authorized to receive claims filed, rather than to the Officer of Carrier delegated to receive claims filed, we find that the claims are procedurally defective. For this reason we hold that the claims are not properly before this Board and we dismiss them.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1968.