

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

FRANK REDMON

THE CINCINNATI UNION TERMINAL COMPANY

STATEMENT OF CLAIM: I am having the following Disputes with the Cincinnati Union Terminal Company in baggage and mail department.

According to the Job Annual Wage Stabilization, we are guaranteed a forty-hour week, but we are not getting it. I am receiving Railroad Unemployment Compensation, \$12.70 per day. That makes a total of \$127.00 every two weeks. I also understand that the Company is supposed to supplement the pay as they are doing at the Dayton Terminal Company. But they are not doing that in Cincinnati Terminal Company, since my termination.

Due to mail declination, the Company has not paid the Separation Allowance they're supposed to. This is in accordance with the February 7th, 1965 Agreement.

Also as a member of the Brotherhood of Railway Clerks and Station Employees (AFL/CIO) Local 207 I have not been given any representation from the Union of which Mr. T. C. Burch is General Chairman.

Sir, at your earliest convenience, will you look into the matter. An oral hearing is desired.

OPINION OF BOARD: Claimant, Frank Redmon, personally handled this claim with Carrier and also personally filed this claim with this Board, stating that the claim involved is the February Seventh Agreement (February 7, 1965 Job Stabilization Agreement) and that under Section (3) (Article I, Section 3) thereof the Cincinnati Union Terminal Company is supposed to supplement its pay to its employees, and they are not doing that; that this is in accordance with the February Seventh Agreement, and Claimant went on to state in his letter of March 29, 1971 to this Board that he is receiving Railroad unemployment compensation of \$12.70 per day, making a total of \$127.00 every two weeks, and the Company is supposed to pay a separation allowance to the furloughed employees and it is not doing that. Claimant further stated that he received an oral hearing from Mr. Robert Goeke, the Personnel Supervisor, and that said hearing did not settle his dispute with the Carrier one way or the other, and Claimant states that concerning the type of business under Section (3), Carrier has no ton miles to be used in reduction of force, and thus Carrier could not abolish any position without this Supplemental Agreement.

Carrier contends that this Board lacks jurisdiction to decide this dispute on the grounds that this dispute involves the interpretation and application of the February 7, 1965 Job Stabilization Agreement and that Article VII, Section 1, 2, 3, 4 and 5 provides that the interpretation or application of any of the terms of said Agreement that are not settled by the parties can only be referred to the Disputes Committee, set up for such a purpose.

With this contention, we agree. Claimant herein bases his claim solely on the interpretation and application of the applicable provisions of the February 7, 1965 Job Stabilization Agreement. Therefore, inasmuch as the said Stabilization Agreement provides the machinery for handling such a dispute, as is involved herein, to the Disputes Committee, the proper forum for the determination of this dispute is said "Disputes Committee". See our Award No. 18028. Thus, we will dismiss this claim without prejudice.

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 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

The Claim be dismissed without prejudice.

AWARD

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 7th day of January 1972.