

Award No. 19169

Docket No. MS-19226

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William M. Edgett, Referee

PARTIES TO DISPUTE:

EVERETT E. SWOPE

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 personally handled this claim on the property and received an oral hearing in regard to said claim from Mr. Robert Goeke, Carrier's Personnel Supervisor.

Claimant personally filed this claim with this Board alleging that the claim involved is the February Seventh Agreement (February 7, 1965 Job Stabilization Agreement) and that under Section (3) thereof, (Article I, Section 3), Carrier is required to supplement its pay to its employees, which it is not doing; Claimant is receiving Railroad Unemployment Compensation of \$12.70 per day, or \$127.00 every two weeks; that Carrier is required to pay a separation allowance, which it is not doing; that referring to the type of business set forth under Section (3) (Article I, Section 3), Carrier has no ton miles to be used in reduction of forces, and thus Carrier could not abolish any positions without this supplemental Agreement.

Carrier challenges the jurisdiction of this Board to hear this dispute claiming that the proper forum for hearing such a dispute as is involved herein

is before the "Disputes Committee" provided for in Article VII, Sections 1, 2, 3, 4, and 5 of the February 7, 1965 Job Stabilization Agreement.

With this contention, we agree. Claimant is relying solely on the application of the February 7, 1965 Job Stabilization Agreement claiming that Carrier violated it in this instance. Thus, since the said February 7, 1965 Job Stabilization Agreement provides the machinery for handling disputes such as is involved herein, therefore the proper forum for the determination of this dispute is said "Disputes Committee." See our Award Nos. 18925 and 18926. We will therefore 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

That the claim must be dismissed.

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 12th day of May 1972.