

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20091
Docket Number MSX-20220

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (K. B. Woosley
(REX Express, Inc.

STATEMENT OF CLAIM: This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intentions to file an **ex parte** submission on April 23, 1973 covering an unadjusted dispute between me and the R.E.A. Express involving the questions:

STATEMENT OF CLAIM

The R.E.A. Express refuses to pay S.U.B. benefits as per Rule 13 in union agreement which states that employees with 2 years and less than 10 years service are **eligible** for 522 benefit days at \$15.00 per day.

R.E.A. Express Agent D. D. Baird at Beaumont, Texas accepted my first 2 claims which indicates that he is in agreement with me that I am due the benefits as he knows all the facts. Upon my third trip to sign up, Mr. Baird informed me that he had instructions from the Express Company not to send claims in. However, he did accept the claim.

I was the only employee at Jasper, Texas for four years and three months, when job was abolished, not even receiving a vacation, although vacation pay was allowed account no one to relieve me. I was an 8 hour a day agent, 6 hours in office and 2 hours for outside delivery, making damage inspections, pick up outbound shipments, etc. This schedule was observed 5 days a week and occasionally 6 days a week. Copy of office stamp furnished me by the R.E.A. Express, imprinted on bottom of this letter, to place on postal notices for out of **town** customers who had to drive to Jasper from cities within a 50 mile radius of Jasper. I had to stay in office a certain number of hours to **accommodate** these customers. I still had express in my office the day the office was closed and was still observing these hours.

I am attaching copy of holiday schedule, furnished me by the Express Company, of holidays to be observed in compliance with the B.R.A.C. and I.A.M. in 1972, last full year worked. I am a full fledged paid up B.R.A.C. union member which was required of me and I am entitled to all benefits as other Express employees.

I ask you does the above sound like a part time employee as claimed by the R.E.A. Express Company upon which they base their refusal to pay these S.U.B. benefits.

The part time employee accusation is completely false in **every** respect and these benefits are due me.

I am financially unable to attend a hearing in Chicago but could attend in the local or Houston, Texas area. Thank you.

OPINION OF BOARD: The record shows that the alleged dispute covered by this docket is not properly before this Board for the reason that it was not handled "in the usual manner" as provided for in Section 3, First (**1**) of the Railway Labor Act, as amended and as set forth in Rule 11 (i) of the January 1, 1967 Agreement between the **REA** Express, Inc., and the Brotherhood of Railway, Airline, and **Steamship** Clerks, Freight Handlers and Express Station **Employees**. See Awards 6506 and 11212.

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 claim is barred.

A W A R D

Claim dismissed.

NATIONALRAILROAD **ADJUSTMENT BOARD**

By Order of Third Division

ATTEST: *A.W. Paulos*
Executive Secretary

Dated at Chicago, Illinois, this 11th day of January 1974.