

DECISION OF COMMITTEE CREATED BY
MEMORANDUM OF AGREEMENT DATED JUNE 29, 1949
UPON DISPUTES ARISING UNDER THE AUGUST 11, 1948 RULES AGREEMENT
BETWEEN RAILROADS REPRESENTED BY THE
EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES
AND THE EMPLOYEES OF SUCH RAILROADS REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN AND SWITCHMEN'S UNION OF NORTH AMERICA
(THE LATTER TWO ORGANIZATIONS NOW BEING KNOWN AS THE
UNITED TRANSPORTATION UNION, THEIR SUCCESSOR)

with

ROBERT M. O'BRIEN
SITTING WITH THE COMMITTEE AS A MEMBER THEREOF

SPECIAL BOARD OF ADJUSTMENT NO. 863

WASHINGTON, D.C. - January 16, 1979

PARTIES TO DISPUTE: United Transportation Union
(Former Brotherhood of Locomotive Firemen and Enginemen)
and
Norfolk and Western Railway Company

PROCEDURAL ISSUE TO BE RESOLVED: "Was the claim of Pocahontas Division Engineer J. R. Taylor for 100 miles deadhead rate plus \$2.00 meal allowance and \$2.50 lodging instead of 100 miles at deadhead rates, previously allowed, handled in accordance with the Time Limit on Claims Rule?"

FINDINGS: The only issue before this Committee is whether the Carrier complied with Section 17, the Time Limit on Claims Rule, of the August 11, 1948 National Agreement. Section 17, Paragraph (a) provides, in pertinent part:

"(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly."

The facts giving rise to the instant dispute are uncontroverted. The claim was initially submitted to the Division Road Foreman of Engines, J. E. Glover, by Engineer J. R. Taylor on July 19, 1974. Under date of July 24, 1974, a form letter over the mimeographed signature of former Division Road Foreman of Engines, O. A. Goff, was mailed to Engineer Taylor informing him that his claim was declined. Mr. Goff had retired from Carrier's service on July 1, 1974.

This Committee interprets Section 17(a) to require that if a claim is to be disallowed, the officer of the company authorized to receive the claim must be the individual who disallows the claim. In the instant dispute, that officer was Division Road Foreman of Engines, J. E. Glover. Inasmuch as Mr. Glover was not the officer of the company who disallowed Engineer Taylor's claim, we hold that Section 17(a), Time Limit on Claims, of the August 11, 1948 National Agreement was thereby violated.

DECISION:

This issue to be resolved is answered in the negative.

EMPLOYEE MEMBERS

CARRIER MEMBERS

W. J. Hankes
Brotherhood of Locomotive Engineers

R. Brown

R. D. Bryant
United Transportation Union
(former B.L.F. & E.)

T. F. Starnes

W. R. Meyers
United Transportation Union
(former S.U.N.A.)

Robert E. Upton

NEUTRAL MEMBER

Robert M. O'Brien