



**Award No. 5633**  
**Docket No. 5529-I**  
**2-PC(NYC)-I-'69**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee A. Langley Coffey when award was rendered.

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**PARTIES TO DISPUTE:**

**MR. VICTOR J. CRAMER, Petitioner**

**PENN CENTRAL COMPANY**  
**(Formerly NYC Railroad Company)**

**DISPUTE: CLAIM OF PETITIONER:**

The question involved is whether I have sufficient time to qualify me for the full amount of Severance Pay of \$9016.00, for which an award is desired.

**PETITIONER'S STATEMENT OF FACTS:** The New York Central Railroad Company gave me \$6762.51 and credits me with four years and nine months. I claim that I should have received the full amount of \$9016.00 because I have over five and one-half years with the company. Roughly speaking, I have worked 51 months, with one sick month, and 13 furloughed months. I further believe that I should get credit for another 5 months, and these are for the time I last worked May 1966 to the time I resigned from the Company October 1966. I further believe that I should get credit for another 3 months for working a total of 507 extra hours which are a total for my entire stay with the company. Three hundred forty five of these hours are for the years 1964-1965 and 1966 when 3 men did all power house work. The company refused to hire the 4th man. In other words, we had no relief man. Converting these extra hours into time, using the 40 hour week equals three months. In 1963-1964-1965 the company shut down the boilers too early by 15 days and started up in the fall late by one month, by the usual standards. As a result, all concerned suffered because of the cold weather. I lost three months of extra seniority because of the late start up and two months were lost because of early shutdowns. As a result, the company had my vacation dates credited up to the month of shutdown, although I received money at later dates. The company has never honored my requests for vacation time of my choosing. I am hereby requesting an Oral Hearing to be held here in Detroit at your earliest convenience. Mr. H. Dorsey on one occasion said I had enough time to qualify for the \$9016.00. After I received the lesser amount, he made no effort to change his statement. The company and he refused to accept my Grievance about the lesser amount of my Severance Pay.

## CONCLUSION

Carrier has conclusively shown that the instant claim should be dismissed on the basis that the claimant has not complied with the provisions of Article VI, Section 1, of the September 25th, 1964 Agreement by his failure to handle his dispute in the manner prescribed therein.

Should this claim not be dismissed, Carrier has shown that it lacks merit. Claimant's length of service and lump sum separation allowance was properly determined in accordance with Article I, Section 7, of the September 25th, 1964 Agreement, and there is no dispute with the Brotherhood in this matter.

Carrier respectfully submits that if the claim is not dismissed, it should be denied as being without merit.

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Second Division of the Adjustment Board has considered the written submissions and oral argument of Petitioner and Carrier and, on the basis thereof, finds that:

The dispute involves the payment of a lump sum separation allowance under Article I, Section 7, September 25, 1964 Agreement.

Petitioner is in the wrong forum. See Article VI of the aforementioned Agreement.

The Board's findings are not to be interpreted or construed, however, as being prejudicial to any rights that Petitioner may have to institute, progress or appeal his claim to another tribunal having original or appellate jurisdiction in the premises, nor is Carrier's right to defend prejudiced by its appearance before this Board.

## AWARD

Claim disposed of in accordance with the above and foregoing findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1969.

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