

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

PARTIES TO DISPUTE: (Kenneth K. Felten
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(National Railroad Passenger Corporation

STATEMENT OF CLAIM:

1. I be indentured as an Electrician Apprentice by or before the resolve of this matter and that

2. I receive full and complete seniority in the International Brotherhood of Electrical Workers beginning February 25, 1985 and that

3. I receive recovery of all monies lost beginning February 25, 1985 due to not having been placed in the Electrician Apprentice Program on that date (i.e., lost wages, vacation pay, holiday pay, lump sum payments, and any other applicable compensations including benefits) and that

4. I receive exemplary damages imposed against NRPC, Amtrak for the unnecessary and willful acts of its representatives that has caused disruption, stress, and psychological trauma to me due to their negligence.

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 employes 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.

A Referee Hearing was held on September 25, 1991, at the Board's offices, Chicago, Illinois, at which time the parties were afforded ample opportunity to present their positions. The Board further notes that Petitioner has not asserted or advanced any contention or argument that a particular provision(s) of the International Brotherhood of Electrical Workers Agreement has been violated or any provision of the Transport Workers Union

of America Agreement. Rather, Petitioner contends that since he is an employee of Carrier and therefore generically subsumed within the category of labor, it was indeed permissible for him to consider his employment with Carrier as a labor-management relationship. Accordingly, and by extension of this employment relationship, Carrier's alleged breach of an employment commitment, specifically made on February 25, 1985, by letter of the Facility Manager to Petitioner properly constituted a grievable action. In response, Carrier contends that Petitioner's failure to cite any Agreement rule is a procedural defect and thus his Claim is improperly before the Board.

In considering these arguments within the context of our Rules and the applicable portions of the Railway Labor Act of 1926 as amended, we are constrained to dismiss the Claim for want of jurisdiction. Since we are empowered to adjudicate disputes between labor organizations and carriers, with respect to the interpretation or application of collective bargaining Agreements, and since no provision of a collective bargaining Agreement has been cited as violated, we have no basis for determining whether a definable grievable action exists. This is a procedurally defective Claim and not properly before us.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23th day of October 1991.