

Award No. 4108
Docket No. 4305-I
2-CUS-I-'63

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

RUDOLPH CONRAD, PETITIONER
CHICAGO UNION STATION COMPANY

DISPUTE: CLAIM OF EMPLOYEE: No agreement being reached as satisfactory to both parties involved between the Chicago Union Station Co. Rudolph Conrad journeyman plumber-steamfitter of Local 210 United Association, leaves dispute open to be presented to the Labor Relations Board which will involve:

1. Abolishment of my job as plumber-steamfitter as of June 12, 1962.
2. Of my right as a journeyman plumber-steamfitter with seniority over a helper.
3. Being reinstated as plumber-steamfitter with full back pay as of June 13, 1962.
4. Another steamfitter being hired after the abolishment of my job.
5. The prejudice nature of the representatives of the Chicago Union Station Co. since the beginning and end of the law suit I had against the Chicago Union Station Co.

EMPLOYEE'S STATEMENT OF FACTS: Exhibit (A) shows abolishment of my job as plumber-steamfitter as of June 12, 1962 received by registered mail while on vacation. On Monday June 11, 1962 I registered my complaint to my immediate supervisor, Mr. William Cole. I expressed my right of seniority and told Mr Cole my job as plumber-steamfitter should never have been abolished, as I was not low on the seniority roster. On June 12, 1962, I again approached Mr Cole and asked him if anything was being done to rectify the mistake. Mr Cole told me the final decision had not been reached yet and was told so by Mr Fred Austerman, Chief Engineer of the Chicago Union Station Co. June 12, 1962 being my last day of work and receiving such a statement was rather confusing, so I waited five days before putting in my first appeal to Mr Fred Austerman. My appeal was to be reinstated as plumber-steamfitter as I was not low on the seniority roster. Mr John Clark, who is president of our Local Union 210 United Association, also stated to me that Mr Cole told him my job was abolished as I was low on the seniority roster. In our agreement

3. Claimant Rudolph Conrad refused to exercise his seniority, and refused to bid on bulletined positions when he had sufficient seniority to hold a job and was absent without leave.
4. The claimant also refused to attend an investigation on this charge after being properly notified.
5. The contract was not violated and Mr. Conrad was properly dismissed from the service.

On each of these propositions, the organization party to this agreement is in accord with the carrier.

For the reasons stated above, this claim must be denied in its entirety.

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.

After a review of the record and without prejudice to the position of either party in similar future cases, the Division holds the Claimant should be reinstated to the service of the carrier as plumber-steamfitter, with seniority and vacation rights unimpaired; however, claim for time lost will be disallowed without prejudice to similar future cases.

AWARD

Claimant reinstated to service of Carrier as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of January, 1963.