

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: { Jeffrey Michael Oker
{ Consolidated Rail Corporation

Dispute: Claim of Employees:

"It is my intent to seek an award for compensation from the Carrier for the first nine months of 1977.

I charge malfeasance in this particular incident to Jack Kerns and Del Studley. These two men knew the right address and telephone numbers when the railroad railroaded me from Collinwood to the West Breakwater in November of 1971.

In January of 1973 after completing the work assignment in Twinsburg, Mrs. Bush told me she'd put me down as a 'voluntary furlough' with her assurances that either Collinwood Diesel Terminal or the Car Department would call me back in the Spring. She knew the right address and phone number as did Shirley Stone of Personell in Chicago. I never quit as Mr. Krug claims I did in 1977.

On December 10, 1976 I was recalled to C.D.T. for my old job, that of a machinist helper. The letter was sent to the wrong address which resulted in nine more months of furlough time. When is enough, enough?

Let us discuss Proof. The Carrier has my recall letter, change of address notices, and other evidence of what happened. However, I cannot submit them as evidence because the Carrier, according to the Union has sealed up my records and refuses to let Jerry Blum examine or copy them. This explanation was in response to my request for help from Jerry Blum. I went to the Union after Mr. Krug sent me to Mr. Rose, who sent me to Jerry Blum.

Let us discuss the regulations that the N.R.A.B. has rightly asked me to supply. What rules? I have been associated with both the Union and Carrier for the past ten years this April 3, 1980. The work agreements between the Machinists and the Carrier never have been available in any written form then or now. By controlling the dissemination of the contracts, the Carrier and the Union have denied me knowledge, which is the same as truth. By withholding the truth from me, the Carrier and Union are denying me the freedom to those right from wrong.

How are employees (sic) Union men supposed to uphold the agreements and govern themselves when the contracts are denied us? How can we play the game without the rules?

Del Studley and Jack Kerns took it upon themselves to punish me: without trial; and they did it with a vengeance. Is it right to punish me without

ever accusing me? The Carrier punishes without trial. I have paid with five years of furlough. When is enough, enough? I have paid the penalty without knowing the charge.

By claiming nine months in 1977 I am saying stop it. I am saying that I have had enough. Ten years and I don't have a work contract; ten years and I don't have Journeymens Papers; ten years and I am not right; it is to the point where I am discerning that men can enslave other men not for ten years or 100, but forever. Ignorance is slavery to other men.

This is how the Carrier and the Union have subjected me.

I want the work contracts, I want my Journeymens Papers, and I want the right to perform without being unfairly harrassed. I'm saying that calling for me at the wrong address was the last straw. I have suffered from these men long enough."

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 Claimant in the instant case is Jeffrey M. Oker. The record indicates that following Mr. Oker's re-entry into the Carrier's service on September 25, 1977, the officials of the International Association of Machinists and Aerospace Workers, the Claimant's representative in this matter, and the Carrier's Manager-Labor Relations discussed the Claimant's situation and agreed upon a settlement thereto. The record indicates that it was agreed that the Claimant would be given a seniority date of April 1, 1976 (not yet completing four (4) Years) on the CRC Seniority District 13 Mechanic's Roster, and a date of February 26, 1974 on the non-4-year roster. Apparently the Claimant was not satisfied with this agreed upon settlement, and is now challenging the validity of the settlement. The jurisdiction of this Board is derived from Section 3 First (1) of the Railway Labor Act. Our authority does not extend to questioning and overturning an agreement negotiated and agreed upon by the duly authorized representatives of the Employes and the Carrier. Please see Second Division Awards 1915 (No Referee), 3815 (No Referee) and 6452 (Bergman). Also please see the following awards of this Board dealing with this issue: First Division Awards 23135 (O'Brien), 21459 (Dorsey), Third Division Awards 4148 (Robertson), 7061 (Carter), 11563 (No Referee), 21853 (Roukis), 21926 (Mead), 22304 (Hamilton), 22318 (Eischen) and Fourth Division Awards 1023 (Dash) and 1053 (McCourt). We are compelled to dismiss this claim.

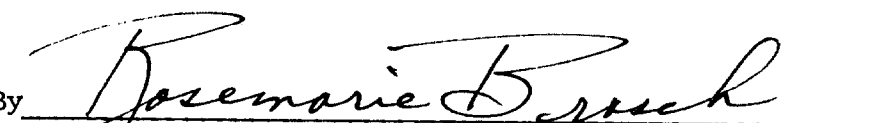
A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of December, 1981.