

Award No. 7416

Docket No. MS-8345

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

**RANK AND FILE COMMITTEE OF THE CHICAGO WESTERN
DISTRICT, DIVISION 715,**

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN OF
AMERICA, PULLMAN SYSTEMS**

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Rank and File Committee duly appointed at the April 20, 1955 membership meeting of the Chicago Western District, Division 715, Order of Railway Conductors and Brakemen of America, claims for and in behalf of all Chicago West Pullman Conductors on the Chicago West Seniority Roster, including extra board and furloughed Conductors that:

1—April 16, 1955, and continuing thereafter The Pullman Company violated and is in violation of Rules 25, 31, 45 and 64 of the existing agreement between The Pullman Company and the Order of Railway Conductors and Brakemen of America in that on the aforesaid date The Pullman Company displaced eleven Chicago West Conductors regularly assigned to the Olympian-Hiawatha trains Nos. 15 and 16 with eleven Milwaukee Sleeping Car Conductors and such displacement continues to exist.

2—As a result of these violations, Chicago West Pullman Conductors Leo D. Buckley, Perry B. Hoban, Jos. J. Kommer, Ervin H. Kraus, Norval L. Whitehead, F. J. Shippey, Jos. J. McCambridge, Frank C. Berry, Otmer V. Folger, Wm. L. Etnyre and Mathew J. Wheeler specifically were and are being deprived of their regular work assignments.

3—These violations by The Pullman Company have further resulted directly and indirectly in losses of wages to a majority of Conductors on the Chicago West Seniority Roster, and they are continuing to suffer losses of wages and will continue to suffer losses of wages until the order of April 16, 1955, displacing the eleven Chicago West Conductors regularly assigned to the Olympian-Hiawatha trains Nos. 15 and 16 with the eleven Milwaukee Sleeping Car Conductors is revoked and said Chicago West Conductors are returned to their regular runs.

4—The Seniority rights of all Chicago West Conductors have been abrogated by the Company's action.

5—All Conductors who have suffered a loss in wages as a result of the Company's violation of Rules 25, 31, 45 and 64, should be reimbursed by the Company for any and all such losses.

POSITION OF THE PULLMAN COMPANY: It is the Company's position that the claim should be denied on the grounds it was not properly handled on the property in accordance with the provisions of Rule 51. Claims of the Agreement between The Pullman Company and its conductors, effective January 1, 1951.

The pertinent paragraph of Rule 51 of the Agreement reads as follows:

"RULE 51. Claims. * * *

Decision by the highest officer designated by the Company to handle claims shall be final and binding unless within 60 days after written notice of the decision of said officer, he is notified in writing that his decision is not accepted. All claims shall be barred unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to. * * *"

In the instant case, the highest officer of the Company designated to handle claims, Mr. W. W. Dodds, Appeals Officer, The Pullman Company, rendered decision denying the claim under date of July 13, 1955. Since Appeals Officer Dodds was not notified in writing as provided in Rule 51, quoted above, that his decision was not acceptable, his decision denying the claim, is "final and binding." On this point, see Third Division Awards 7000, 6922, and 6616.

All data presented herewith in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of his dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim must be denied for two reasons:

(1) It has no merit and fails for want of competent evidence in support thereof; and

(2) It was not handled in accordance with the Agreement and rules of this Board.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 20th day of September, 1956.