

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis B. Murphy, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

AUGUSTA AND SUMMERVILLE RAILROAD

STATEMENT OF CLAIM: Claim of American Train Dispatchers Association that:

(a) The Augusta & Summerville Railroad, hereinafter referred to as the "Carrier" ignored and violated the requirements of the Schedule Agreement between the parties when on or about February 6, 1956, it unilaterally abolished the Second and Third trick positions held by employees designated by the Carrier as "Block Operators" located in its Augusta, Georgia office and caused or permitted, and continues to permit, employees of foreign line railroads to perform duties formerly performed by said Block Operators in the operation of trains and engines over the tracks of the Augusta & Summerville Railroad, between the hours of 4:00 P. M. and 8:00 A. M. daily.

(b) The Carrier shall now compensate all employees adversely affected by the above cited violation of the Agreement for all wage losses sustained on Second and Third trick positions on each and every day seven days er week, commencing with February 6, 1956 and continuing until the duties referred to above are restored to the claimant employees.

(c) A joint check of the Carrier's records involved shall be made by the Carrier and the General Chairman of the American Train Dispatchers Association to determine those entitled to the payments required by paragraph (b) of this claim.

EMPLOYES' STATEMENT OF FACTS: There exists an Agreement between the parties, effective October 1, 1955. Said Agreement is on file with your Honorable Board and by this reference is made a part of this submission as though fully incororated herein. For ready reference, Article 1 thereof reads as follows:

The abolishment of such jobs did not violate any rules of the current working agreement. In fact, that agreement provides for the abolishment of jobs, Article 4 (d), which is quoted hereunder:

"Article 4 (d)—Exercise of Displacement Rights—

An employe may exercise displacement rights to any position covered by these rules, to which his seniority entitles him, as follows:

1. When his position is abolished.
2. When he is displaced."

Ordinarily when a case is progressed to the Board the parties have had an exchange of letters and conference or conferences on the claim and in answering such ex parte submission we are in position to comment upon what we know will be in the submission. However, in the instant case, we have no earthly idea as to basis of claim, or what will be filed in support of same. The claim as filed on May 7, 1956 is a blanket claim and according to General Chairman, it was his position that employes of foreign line carriers are by the use of radio and telephone directing train and engine movements. That is merely a general statement and is supported by no data to back it up. Therefore, it will not be possible at this writing to make any answer to contention of Petitioners.

To sum up, we have shown that claim should be dismissed (1) for lack of jurisdiction due to failure of petitioners to comply with the Railway Labor Act and to the rules of the Board, (2) due to the fact that it is a blanket claim for unnamed and unknown individuals and dates, and (3) if the Board retains jurisdiction, then to deny it on the merits.

Because of the manner in which the dispute has been handled, the Carrier is not qualified to affirmatively state that the position of each party has been fully stated to the other, but Carrier will state that the data contained in its Statement of Facts is known to Petitioner.

Oral hearing is requested.

(Exhibits not reproduced.)

OPINION OF BOARD: The evidence in this case reveals that although the positions involved in this dispute were abolished as of February 6, 1956, no claim was filed with the Carrier by or on behalf of an operator or operators for violation of the Agreement or for compensation until May 7, 1956.

On May 7, 1956, the Organization invited the Carrier to hold a conference and discussion of the issues involved, this invitation was accepted by the Carrier in their letter of May 18, 1956. However, the Organization withdrew its invitation in a letter to Carrier, May 24, 1956, by refusing to meet with Carrier in conference and discussing said issues.

Section 2, "General Duties", Second of the Railway Labor Act requires, and Circular No. 1, The Board's Rules of Procedure, states:

"No petition shall be considered by any division of the Board unless the subject matter has been handled in accordance with the provisions of the Railway Labor Act, approved June 21, 1934."

For the above procedural defects we are unable to give consideration to the merits of this case and must remand it for lack of jurisdiction.

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 does not have jurisdiction in the matter because the parties have failed to meet the requirements of the Railway Labor Act.

AWARD

Claim remanded in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: F. P. Morse
Acting Secretary

Dated at Chicago, Illinois, this 1st day of October, 1959.