



Award No. 14441

Docket No. MSX-15770

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

RAYMOND R. REILLY

RAILWAY EXPRESS AGENCY, INC.

STATEMENT OF CLAIM: The submitter, Raymond R. Reilly, petitions for an award as follows: To be rehired by Railway Express Agency without losing his seniority and be paid in full for the period of unemployment between the dates his services ended at Railway Express Agency, July 23, 1965 and that of being re-hired plus vacation pay which was denied me.

OPINION OF BOARD: Claimant was dismissed from service because of his failure to maintain his membership in the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as required under the provisions of the Union Shop Agreement between this Carrier and that Labor Organization.

The basic argument of the Claimant for reinstatement is that he had executed an authorization for the checkoff of union dues and that his arrears was the fault of the Carrier. Carrier had failed to deduct such union dues from his earnings as so authorized.

Although Claimant did execute such an authorization, the dues were not so deducted and remitted to the Labor Organization because of an error in the information he gave in that authorization. Nonetheless, Claimant testified at the investigation that, notwithstanding the failure of the Carrier to deduct dues for January, February and March, 1965, he paid the dues for those three months directly to the Labor Organization. He admitted that he owed dues for April, May, June and July, 1965; that he knew the Carrier did not deduct the dues for those months from his pay checks; that the Financial Secretary of the Labor Organization had notified him of his arrears; that several requests had been made of him by the said Financial Secretary to pay up his union dues.

The mere fact that Claimant had authorized the Carrier to deduct union dues did not relieve him of the obligation to maintain his union membership and see that his dues were at all times paid in compliance with the Agreement.

On the basis of the record, we are obliged to conclude that there was no violation of the Agreement and that Claimant was properly discharged for failure to maintain his union membership by not paying his periodic dues.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of May 1966.