

 Award No. 15925

Docket No. MS-16451

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

VAN A. STEVENS

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: For the purpose of identification, the questions involved in the DISPUTE between both parties above mentioned, are the following:

1. After two to three months on my regular job, Over, Short & Damage Clerk Assignment (OS&D), assigned August 18, 1958, Freight Agent C. L. Longman, Jr., ACLRR, Orlando, Fla., rebulle-tined it and asked Joseph J. Mele to bid on it, in violations of the RULES, mainly Rule 3, SENIORITY, of Revised Agreement between the ACLRR and Employes represented by the BRC Union, effective date July 16, 1956. Not to mention PREJUDICE & DIS-CRIMINATION, in this case and the other four below.

2. After successfully bidding on Report job in early 1960, same Freight Agent added another NEW Full Time Job, the TRAILER ON FLAT CAR CLERKS, in December, 1960, till November 20, 1961: Result was 80 hours' work in 40 hours a week. My days off were also changed by him, in December, 1960, or January, 1961, and I was not given a chance to exercise my SENIORITY, in accordance with the Rules. Mondays, one of my days off, were worked by anybody, as promised by Agent, so Tuesdays, I labored two times two jobs: 32 hours.

3. After all my nerves SHOT, in November, 1961, I bid on a Deland, Fla. Clerk's job, and got it. In September, 1963, same Agent, C. L. Longman, Jr., ACLRR, Orlando, Fla., violated Rule 17 of Clerks' Agreement by changing the hours of Clerk Robert Marss, Orlando, Fla., ONLY TWO DAYS, NOT "MORE THAN FIVE DAYS" as the Rule states. Consequently, Clerk Marss through wire from Agent Longman to Agent Spivey, Deland, Fla., came to Deland, and in VIOLATION, ILLEGALLY rolled me. SENIORITY and other Rules violated.

4. At Orlando, Fla., I was Assistant Cashier, since October 14, 1963. In May, 1964, the job was abolished by Agent Longman, when I went on vacation. I exercised seniority on Report Clerk's job, but upon return, after three weeks' vacation (2 weeks with pay and one week without), when the Assistant Cashier's job was put back on, I was threatened again ("COURT MARTIAL" word used by

Agent Longman if I was in the Armed Forces), as if I was a criminal, not to bid back on it, and if I did, the Agent would pile up more work on my job . . . SENIORITY and other rules of same Agreement VIOLATED.

5. My regular Report job was abolished effective May 15, 1965, by first Agent Longman (his letter May 5, 1965), then by Superintendent B. B. Vaughan (his bulletin's date May 11, 1965). The latter showed me "OUT OF SERVICE" ILLEGALLY, July 15, 1965, in violation the Rules, including MAINLY SENIORITY, of Agreement July 16, 1956, and in violation of the AGREEMENT BETWEEN CARRIERS AND UNIONS (BRC one of them) dated FEBRUARY 7, 1965, fully ratified NOVEMBER 24, 1965. I should have stayed on the SENIORITY ROSTER for three years, till JUSTICE WAS DONE IN MY CASE by some decent Railroad or Union Official.

CONCLUSION: Agreement dated July 16, 1956, Rules involved: 3, 17, 2, 4, 7, 10, 18, 21, 23, 27, 28, 29, 30, 31, 32, 33, 34, 36, 52, 56, 57, 6, 43, 69, 79. Vacation Agreement pars. 13, 17b violated. MOST IMPORTANT OF ALL: FEBRUARY 7, 1965 Agreement violated as a whole. I was not given at least 30 days written notice before laid off date. ALL THESE FIVE MAJOR MULTIPLE VIOLATIONS ARE THE END RESULT OF THE FIFTH ONE. A moderate AWARD of \$172,575.00 IS MINIMUM ACCEPTABLE.

OPINION OF BOARD: A careful review of the voluminous record in this docket clearly shows that the claim the Petitioner is attempting to assert before this Board was not handled on the property of the Carrier in accordance with the provisions of the applicable collective bargaining agreement and as required by Section 3, First (i) of the Railway Labor Act and Circular No. 1 of the National Railroad Adjustment Board. The claim is, therefore, barred from consideration by the Division and will be dismissed.

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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1967.

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