

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **20073**
Docket Number CL-19927

Burl E. Hays, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(J. F. Nash and R. C. Haldeman, Trustees of the Property
(of Lehigh Valley Railroad Company, Debtor

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-7139)
that:

1. Carrier violated **the** Agreement between the parties effective May 1, 1955 as amended when it arbitrarily gave position of Group 2 Janitor-Bunkhouse Attendants to furloughed Trainmen, employees not covered by said Agreement, in preference to Claimants Phyllis **Blaisdell** and Maxine Tobey, furloughed Group 1 Clerks, employees fully covered by Agreement, and

2. Carrier shall now be required to assign Claimants to positions in question, and

3. They shall be required to compensate Claimant Blaisdell, senior of two Claimants, a day's pay for each working day furloughed Trainmen **Bolan** performed the duties of said position retroactive sixty days to the date Superintendent **DeLongis** received letter from General Chairman submitting Claims dated March 30, 1971, and

4. Carrier shall be required to compensate Claimant Tobey for a day's pay for each working day furloughed Trainman Barry performed the duties of said position from March 17, 1971, continuing until violations are corrected.

OPINION OF BOARD: The Claimants, Mrs. Phyllis Blaisdell and Mrs. Maxine Tobey, had been working in clerical positions for Carrier at Manchester, New York, and were on the Group I roster. On July 1, 1970, Carrier abolished their positions and they went on furlough status. Later, on November 24, 1970, Claimants were advised that their names had been removed from the Seniority District Group I Roster for failure to comply with Rule 19(c) of the Agreement in effect at that time.

In January, 1971, two Group 2 Janitor-Bunkhouse Attendant **positions** became vacant at Manchester due to retirements. On January 8th Claimant **Toby** wrote a letter to Carrier officials asking to be placed in one of these positions. Under date of January **20th**, Trainmaster **G. A. Dahn** wrote her stating "At the present time, there are no vacancies that exist at Manchester...." Meanwhile, on January 9th Claimant Blaisdell wrote Carrier Officials requesting that she be placed in one of these assignments. She received a letter from Terminal Superintendent dated January 13th advising".... at the **present** time

no vacancies exist at Manchester."

The System **Committee** of the Brotherhood maintains that Carrier violated **the Agreement between** the parties effective **May**1, 1955, as amended, when it assigned these positions to furloughed Trainmen who were not covered by the Agreement instead of assigning Claimants to the positions in question, The Organization also asks for retroactive pay for Claimants, and continuing pay until the alleged violations are corrected.

Carrier denies violation of the Agreement, and counter-claims that the **Orgainzation** was in violation of Rule 33 (August 21, 1954 Agreement) when the General Chairman filed the claims with the Superintendant rather than with the Trainmanster, and that the claims are therefore improperly before this Board and should be dismissed. Carrier further alleges the claims are too vague and indefinite for consideration because the Organization failed to specify any dates, times, and/or availability of Claimants.

It is stated in Position of Carrier that "Claims involving the removal of Mrs. Tobey and Mrs. Blaisdell from the Group I roster are presently before the Third Division". These claims have been adjudicated by this Board. In Award 19834, Claimant Tobey's claim was sustained. In Award 19835 Claimant **Blaisdell's** claim was denied and/or dismissed. This action precludes us from further consideration of the claim of Mrs. Blaisdell.

As to the claim of Mrs. Tobey, we do not believe the procedure in the handling of this claim was the proper one to follow. The claim should have been originally filed with the Trainmaster. Her letter addressed to several representatives of Carrier requesting assignment to fill a vacancy, although answered by the Trainmanster, does not constitute a claim. In this instance the claim itself was filed with the Superintendent by the General Chairman. Failure to follow the established procedure for handling claims requires this Board to dismiss the claim.

FINDINGS: The Third Division Of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 be dismissed.

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Claim dismissed

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th day of December 1973.