

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22092
Docket Number MS-22048

Joseph A. Sickles, Referee

(Joseph J. Bastasich Jr.

PARTIES TO DISPUTE: (

(Consolidated Bail Corporation

STATEMENT OF CLAIM: This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intention to file an **ex** parte submission on March 15, 1977 covering an unadjusted dispute between me and the Consolidated Bail Corporation involving the question:

On many **occassions**, I have tried to gain information concerning these matters to no avail from either party, the Carrier or Union as in reference to this material submitted. In all cases I have gotten the run-around. Nobody, Carrier or Union will furnish any definite agreements where it states reference to the so-called articles.

No,answers forthcoming, leaves me no alternative but to file a suit and claim my rights and doing so I hope the matter to be resolved, action to be taken, and all lost monies be paid for, not *only* all these contract violations, but also for the discriminatory practice of both parties.

An oral hearing is not only desired, but demanded, which is a right I have as a dues paying member, so please do not violate this right.

1. Pursuant to the provisions of Article IV--seniority of the single implementing Agreement of July 23, 1975, and the Procedural Agreement of August 1, 1975, this Agreement is entered into this 26th day of February', 1976, between the Consolidated Bail Corporation and the Brotherhood of Railway and Airline Clerks, TC Division,
2. CEW-45-76.
3. Deprived rights.
4. Improper representation on part of both the Carrier and the Union officials.
5. That both the Carrier and The Union live up to the Agreement.

6. That the Carrier violated the Agreement between the parties when it awarded **J. Varellas** 2nd Trick NE Pine-Nero Tower.
 7. That the Carrier award **J.J.** Bastasich Jr. the position in accordance with the Agreement and all lost monies be payable.
 8. Allowed another employee to violate the Agreement after bumping me to such job.
 9. Abolished permanent position without proper notice **or** cause ONLY AFTER COMPLAINT WAS MADE.
 10. Denied bumping rights.
 11. No representation by both Carrier and Union.
 - . 12. Denied reference to case by management.
 13. Rule A-1, paragraph **A--Bullenting** [**sic**] and awarding **of positions**.
 14. Rule **A-1**, paragraph D--Withheld from assignment.
 15. Rule A-2, Bidding for more than one position.
 16. Rule A-3, Bidding on former position.
 17. Rule A-5, paragraphs A,B,C,D, **Time** in which to qualify.
 - ii. Rule B-1, paragraph A, Seniority date.
 19. Rule C-1, paragraphs A,C,H, Reducing-increasing forces.
 20. Rule G-1, paragraphs **A,B,C,D,E,F,I**, Claims for compensation.
 21. Denied travel **time** entittled to.
 22. Carrier's failure to send bulletins to Nero Tower since **November** 26, 1976.
 23. Full wages.
 24. Sick days payable.
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25. Denial from supervisor having knowledge of the situation.
26. Supervisor refusing to discuss problems and violations with employee and furthermore supervisor is in violation of contract.
27. Carrier allowed to set forth their own rules without a copy of a Union contract.
28. Knowledge of the fact that Union representation is almost impossible to be had by any or all members.
29. After exhausted efforts and many contacts, I received material from **Labor** Relations after inquiring, and not from the Union.
30. Exhausted efforts of the follow-up on my case with no answer forthcoming.

OPINION OF BOARD: The Petitioner alleges thirty (30) violations of the February 26, 1976 Agreement. The Carrier states that only Paragraph 6 of the asserted violations was handled in the usual manner on the property pursuant to Section 3 First **(i)** of the Railway Labor Act and Circular No. 1 of the National Railroad **Adjustment** Board. We are unable to find any indication that Carrier's contention in this regard is in error.

The record shows that the subject of Paragraph 6 (an asserted improper assignment) was handled on the property and was successfully concluded by mutual understanding between the Vice General Chairman of the Organization and the Carrier's Manager, Labor Relations. Thereafter, "the files were closed." Thus, any dispute concerning Paragraph 6 has been mooted, and that claim is dismissed. The remaining asserted violations were never handled in the **usual** manner on the property, and are dismissed for that reason.

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.

A W A R D

Claims dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1978.

