



Award No. 17089

Docket No. CLX-17731

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

RAILWAY EXPRESS AGENCY, INC.

**BROTHERHOOD OF RAILWAY, AIRLINE AND
STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYEES**

STATEMENT OF CLAIM: Claim of Railway Express Agency, Inc. that the Agreement Governing Hours of Service and Working Conditions between Railway Express Agency, Inc. and employees thereof represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees effective January 1, 1967 and any other alleged agreement or agreements, including a letter dated October 24, 1966 from Railway Express Agency Division Operations Manager T. P. O'Malley to Itasca Lodge Local Chairman Richard Hendrixson, were not violated when Railway Express Agency abolished certain positions at its St. Louis, Missouri terminal effective April 3 and 4, 1967 thus increasing the number of employees who did not hold regular positions.

CARRIER'S STATEMENT OF FACTS: Carrier's employees in St. Louis, Missouri and East St. Louis, Illinois represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (BRC) are members of Itasca Lodge 2029 of that Brotherhood. On October 14, 1966 representatives of Itasca Lodge posted a notice calling for a meeting of all its members at 9:00 A.M. on October 17, 1966 to discuss nine grievances listed on the notice. Copy of this notice is attached as Carrier's Exhibit A. The meeting was held on that date and virtually all of Carrier's St. Louis and East St. Louis employees attended the meeting which resulted in bringing Carrier's operation in the St. Louis Metropolitan area to a complete halt. In the afternoon of October 17, 1966 Carrier's Division Operations Manager T. P. O'Malley met with representatives of Itasca Lodge to discuss the grievances and the next day the employees returned to work. On October 24, 1966 Mr. O'Malley wrote Itasca Lodge Local Chairman Richard Hendrixson with respect to this meeting as follows:

"A meeting was held in my office at 2 p.m., October 17, 1966, to discuss nine (9) items as outlined in Special Meeting Notice dated October 14, 1966. The following were in attendance:

Richard Hendrixson, Glen Stan, Jack Finnerty, T. P. O'Malley, D. G. Meyers, Chick Malady.

The group was joined later by Val Bernatowski.

of this case passed on by this Board without Carrier having first exhausted the very machinery it helped to make as a prerequisite to appealing to the Board.

Section (1) Goes a step farther and assigns to the employe and his representative the right to investigation and appeal even when he considers himself unjustly treated otherwise than covered by these rules.

Mr. Meisten states, in Exhibit E, this case is in litigation which poses the question; why is it in litigation? Can it be possible that Carrier has so shamefully treated the employe personnel, has extended so little integrity to the Agreement Rules, has done so much violence to the seniority of its employes, that there was such complete breakdown in communication that drastic action was demanded?

We observe President Dirickson spelled out in his SPECIAL MEETING NOTICE a number of grievances. Obviously these rules violations extended over a period of several weeks or months. Beyond doubt, the employe personnel was beseiging Local Chairman Hendrixson to take action. The Local Chairman did what is usual in a democratic institution, namely, he ask for the advice and counsel of the membership and the only way to get that was in a special meeting. RIGHT HERE, instead of Carrier proceeding as required by its own rules, it sought to have the Court assume its obligation to its employes and the Court reminded counsel for the Company that his client was obliged, under the Railway Labour Act, to resolve its grievances before this Honorable Tribunal. The Carrier endeavors to have this Board do just exactly what the Court has refused to do, that is, aid and abet an inefficient or ill advised Management in its endeavors to divest itself of its responsibility to its employes, its patrons and our Government.

It is affirmed that all data herein submitted in support of Claimant's position have been submitted in substance to the Carrier and made a part of the claim.

OPINION OF BOARD: The record shows that the parties are in complete accord as to the usual manner of handling disputes on the property. The record further shows that the dispute involved was never advanced to the General Chairman of the Organization for his handling and conference with the Carrier's chief operating officer designated to handle such disputes. Hence the dispute was not handled on the property in the usual manner as required by Section 3, First (i) of the Railway Labor Act. Accordingly, the Board lacks jurisdiction and the claim will be dismissed.

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; and

That the claim must be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1969.