



Award No. 17166

Docket No. SG-17907

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(SUPPLEMENTAL)

James Robert Jones, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(CHESAPEAKE DISTRICT)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Chesapeake District) that:

(a) Carrier violated Article V, Section 1(a), of the August 21, 1954 National Agreement when Division Engineer T. W. Long failed to give a reason for denying the claim presented to him on July 31, 1967, as follows:

"Please accept this as a claim in favor of Traveling Mechanic Mr. Paul Newberry and Signal Maintainers C. D. Butcher, J. F. Franklin and Stanley Arrowood. Claim for time Mr. J. E. Houser had removed from time sheet for 2nd half July 1967 in the amount of 16 hours for Mr. Newberry and 24 hours each for Mr. Butcher, Mr. Franklin, and Mr. Arrowood. Please advise when this claim will be allowed."

(b) Carrier be required now to pay Mr. Paul Newberry sixteen (16) hours and Messrs. C. C. Butcher, J. F. Franklin and Stanley Arrowood each twenty-four (24) hours in accordance with the provisions of Article V, Section 1(a), of the August 21, 1954 National Agreement. [Carrier's File: 1-SG-256.]

EMPLOYEES' STATEMENT OF FACTS: On July 31, 1967, the Brotherhood's Local Chairman wrote the Carrier's Division Engineer filing a claim on behalf of Traveling Mechanic Paul Newberry, and Signal Maintainers C. D. Butcher, J. F. Franklin and Stanley Arrowood for time at pro rata rate removed from their time sheet for 2nd half July 1967.

On August 16, 1967, the Carrier's Division Engineer wrote the Brotherhood's Local Chairman the following letter.

"This refers to your letters of July 31, 1967 and August 12, 1967 making claim in favor of Traveling Mechanic Paul Newberry and Signal Maintainers C. D. Butcher, J. F. Franklin and Stanley Arrowood for July 17, 18, and 19, 1967 due to shop craft picket

OPINION OF BOARD: In the instant case, we must first decide if this Board has jurisdiction over the dispute.

The Railway Labor Act requires that before a dispute should be appealed to the Board for a decision, the parties to the dispute should hold a conference on the property to try to reach settlement. This concept was upheld by the United States Supreme Court in *Brotherhood of Locomotive Engineers vs. Louisville and Nashville Railroad Company*, 373 U.S. 33. The reasoning behind this provision is simple—to ensure that the parties meet and try to reach some agreement between themselves in as harmonious fashion as possible. It is only after such a meeting or conference is held and only after the parties cannot reach agreement on the property that this Board's jurisdiction becomes valid.

Carrier maintains that Employees neither asked for nor held conference on the property on this claim.

Petitioner contends that conference was held on the property as evidenced by Brotherhood's Exhibit No. 6, an affidavit of M. P. Hughes, General Chairman, which Petitioner claims is undisputed in the record. Further, Petitioner states that even if a conference were not held, it would not affect the handling of the dispute under Article V by this Board. This latter contention is without merit.

Looking at the Affidavit, Brotherhood's Exhibit No. 6, we can find no clear refutation of Carrier's contention that conference was not held. In the Affidavit, General Chairman states that he along with other officers of Brotherhood of Railroad Signalmen met with Carrier representatives on another dispute not the case before this Board. After conferring on this other dispute, General Chairman asked Carrier representative about the letter of appeal in the instant case. Carrier said that he had not received the letter yet. In the Brotherhood's own Affidavit, General Chairman acknowledges "The fact is, the matter of discussion was of a very brief nature."

We cannot find in the record that a conference as intended by the Congress when it enacted the Railway Labor legislation was ever held on the property.

Therefore, this Board has no jurisdiction to hear this claim on its merits.

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 Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934; and

No conference was held on the property in the instant case before this appeal was brought to the Board.

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 20th day of May 1969.