



Award Number 17908
Docket Number CL-18165

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
NATIONAL RAILROAD ADJUSTMENT BOARD
EMPLOYEES
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6547) that:

- 1) Carrier violated the provisions of Rule 36, 1(a), of the Clerks' Rules Agreement when it failed to decline claim filed under date of September 8, 1967 in behalf of occupants of Gateman positions at Milwaukee, Wisconsin, within sixty (60) days from the date filed.
- 2) Carrier shall be required to allow the claim as presented.

EMPLOYEES' STATEMENT OF FACTS: On May 10, 1966 Carrier issued Bulletin Nos. 106, 107 and 108, advertising Gateman Positions 0580, 0579 and Swing Position 10, to employees in Seniority District No. 24 at the Union Depot, Milwaukee, Wisconsin. Included in the brief list of principal duties, the following language appeared: "Standard watch & uniform required." See Employees' Exhibits "A", "B" and "C".

On May 17, 1966, General Chairman H. C. Hopper wrote to Mail and Baggage Agent E. C. Kurtzhals and Vice President-Labor Relations, S. W. Armour, in an attempt to correct this new requirement. See Employees' Exhibits "D" and "E" respectively.

Carrier did not respond to either of the aforementioned letters and on September 7, 1966, December 6, 1966 and March 21, 1967, the General Chairman traced Mr. Armour for a reply to his letter of May 17, 1966, and to date has not received any response. See Employees' Exhibits "F", "G" and "H" respectively.

On May 8, 1967 the General Chairman again traced Mr. Armour for a reply. See Employees' Exhibit "I", and after receiving no response, on September 8, 1967 the following claim was presented to Mail & Baggage Agent, Mr. E. C. Kurtzhals who is the officer to receive claims in the first instance in District No. 24:

"Claim of the System Committee of the Brotherhood that:

1. Carrier violated, and continues to violate, the Clerks' Rules Agreement when it established Gatemen positions at the Union

Copy of General Chairman Hopper's aforementioned letter to Mail & Baggage Agent Kurtzhaltz under date of September 8, 1967 is attached hereto as Carrier's Exhibit "A".

Mr. Kurtzhaltz did not reply to General Chairman Hopper's letter dated September 8, 1967 (Carrier's Exhibit "A"), however, this, for reasons that will be fully explained in "Carrier's Position", did not constitute a violation of Rule 36 1(a), of the Clerks' Rules Agreement on the part of Mr. Kurtzhaltz, or the Carrier, as the employees erroneously allege.

Attached hereto as Carrier's Exhibits are copies of the following letters:

Letter written by Mr. S. W. Amour, Vice President-
Labor Relations, to Mr. H. C. Hopper, General
Chairman, under date of February 16, 1968Carrier's Exhibit "B"

Letter written by Mr. Amour to Mr. Hopper under
date of July 15, 1968Carrier's Exhibit "C"

(Exhibits Not Reproduced)

OPINION OF BOARD: Upon consideration of the collective bargaining agreement, exhibits introduced and the briefs submitted, it is determined that the Carrier did not violate the intent and practice of Rule 36, 1(a).

The correspondence which sought clarification of the intent and meaning of Bulletins 106, 107, 108 evolved into a demand that has no basis in the Agreement. Where we can establish that no past practice or agreement required reimbursement "of an amount equal to that expended by each incumbent of a Gateman position for a standard watch and uniform", we can affirm that it is not the kind of claim or grievance envisioned in Rule 36, 1(a). Failure to disallow this request did not violate Rule 36, 1(a). However common courtesy in answering repeated mail would seem an expected practice in a modern labor-management relationship.

We are unable to find any contractual support for the claim presented.

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;

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of May 1970.