

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20969  
Docket Number SC-20828

Irwin M. Lieberman, Referee

**PARTIES TO DISPUTE:** { **Brotherhood of Railroad Signalmen**  
{ **Chicago and North Western Transportation Company**

**STATE OF CLAIM:** Claims of the **System Committee** of the **Brotherhood of Railroad Signalmen** on the **Chicago and North Western Transportation Company:**

claim No. 1

(a) On or about **November 15, 1972** the Carrier violated the current **Signalmen's Agreement**, particularly Rule 24 thereof as pertaining to the **Memorandum of Understanding** on the **Mason City territory**, when **Sig. Suprv. R. C. Lofy**, denied **leaders** rate of pay to **Signal Mtnr. L. E. Koppenhaver**, as specifically provided in the **Memorandum**.

(b) Carrier now be required to compensate **L. E. Koppenhaver** the difference in the rate of pay between the **leaders** rate and **maintainers** rate for 6 hours and 15 minutes, the **amount** of time shown on payroll form **1171** on **November 8, 1972**, which was denied on **November 15, 1972**.

Claim No. 2

(a) On **November 24, 1972** the Carrier violated the current **Signalmen's Agreement**, particularly rule 24 thereof, as pertaining to the **Memorandum of Understanding** on the **Mason City territory**, when **Sig. Suprv., R. C. Lofy**, denied **compensation** of **leaders** rate of pay for **work** performed by **L. E. Koppenhaver** on the **auto flags** at **De6 Moines Street, Webster City, Iowa** on **November 20, 1972**.

(b) Carrier now be required to compensate him the difference between the rate **allowed** and **leader's** rate for 2 hours and 40 minutes, the **amount** of time claimed on Form **1171**. [Carrier's File: 79-24-22]

**OPINION OF BOARD:** The claim herein are all related to the overtime problems triggered by the consolidation of certain **Signal Maintenance territories** by Carrier in January 1972. Parallel issues have been considered by this Board in a series of cases, the **leading** case being Award **20801**.

Petitioner first raises, in this dispute, the adequacy of Carrier's denial of the initial Claim on the property. It is urged that Carrier's response that: "There is no basis for claim as I can find no rule to support It...." is insufficient under the Time Limit on Claims Rule of the 1954 **National Agreement**. We have dealt with this issue in numerous prior disputes.

Under very **similar** circumstances (Award 11208) we held that a **valid** reason for denying **any** claim is that **the agreement was** not violated because **implicit** in the statement is the opinion that the claim **lacks** support under the rule of the agreement. Among the **many** other awards dealing with this **problem we have** recently, in Awards 20801 and 20802 involving the same parties and the identical allegation, denied Petitioners contention. Although **more detailed** reasons might be desirable, the language used by Carrier's officer **must** be deemed acceptable under the **1954 National Agreement**.

With respect to the merits, **Carrier** has **agreed** that this dispute, **though** slightly different, deals with the same problem which the **Board** has considered **as** indicated above: namely, whether or **not** the Carrier **is** required to use the leading signal maintainer headquartered at Mason City to perform all overtime **work** on the **entire** Central Division. **The only difference is** that the Instant Claim is for the difference between the maintainer's and the leader's rate of pay rather than additional half-time rate **as** in the earlier cases.

The crux of **this dispute** is the **applicability** of the **Mason City Memorandum** of Understanding dated January 16, 1941, in view of the consolidation and enlarging of the **Mason City** combined territory. We have affirmed the validity and **continuing** applicability of that Understanding in Award 20801 and following Awards, and must do so for **the reasons stated** in Award 20801 in the instant dispute. For that reason, these Claims **must** be sustained.

**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 violated.

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Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1976.