

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23447
Docket Number CL-23166

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: {
(Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station **Employees**
(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8896)
that:

Claim No. 1:

(a) Carrier violated the **Clerks' Agreement** on August 12 and 19, 1976 when they arbitrarily rearranged Clerk L. J. Bellottie from his regular assignment to **Position T-43** on each date.

(b) Claimant Bellottia shall now be allowed eight (8) hours pay at the pro rata rate of Position **C-156** for each date as a result of this violation.

Claim No. 2:

(a) Carrier violated the **Clerks' Agreement** on November 13, 1976 when they arbitrarily rearranged Clerk L. J. Bellottie from his regular assignment to Position T-43 on this date.

(b) Claimant Bellottie shall now be allowed eight (8) hours pay at the pro rata rate of Position **C-156** as a result of this violation.

OPINION OF BOARD: This case involves two claims. On August 12 and 19, 1976, Claimant L. J. Bellottie was rearranged from his regular relief job on position **C-156** to position T-43, to fill a vacation vacancy.

Claimant was also rearranged from his regular job on position **C-156** to position T-43 on November 13, 1976. The Organization filed two separate claims. Those two claims have been consolidated for presentation to this Board. The Organization is seeking three days' pay at the pro rata rate as a resolution of this claim.

The parties to this dispute each presented this Board with an alleged procedural violation that they argued should force a decision of this case in its favor. First, the Organization argued that once its initial claim was presented, Carrier's refusal of the claim contained no reasons for its position, other than a statement that the claim was unsupported by agreement rules. This failure on the part of Carrier, the Organization argues, is a violation of Rules 27 1/2 and 38. Consequently, the claim should be paid as requested.

Rules 27½ and 38 require that the **reason** for the denial of a **claim** be given by Carrier. In reviewing the record, it is clear that Carrier gave as its reason for denial of the **claim** that the **claim was** not supported by schedule rules. This Board in **numerous** awards has declared that such a response by Carrier **meets** the **requirement** of clauses such as Rules 27½ and 38. We therefore deny the Organization's plea **on** this **issue** (see, for instance, Third Division Awards 14761, Ritter; 14846, Dorsey; 14864, Ives; 20802, Eischen; and 21132, Eischen.

Carrier, **in** turn, **makes** the **argument** that the **Organization** has failed to specify which schedule rules support its claim in the handling of the case **on** the property other than to **mention** Rules 27½ and 38, which deal with the procedural argument. This failure to specify **on** the property the rule that Carrier is alleged to have violated bars the **Organization from** specifying **it** before this Board now.

X A careful **review** of the record reveals that the **Organization** did not cite any specific rule that was violated by Carrier. **It** is a well established principle with this Board that petitions must cite the specific rules alleged to have been violated on the property. They cannot be cited for the first time in the **submission** to this Board. We therefore must dismiss this claim as not having been properly handled **on** the property nor before this Board (see Award 21331, Zumas, and awards referenced therein).

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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:

A. W. Paulose

Executive Secretary

Dated at Chicago, **Illinois**, this 8th day of December 1981.

