

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36008
Docket No. SG-35668
02-3-99-3-614**

The Third Division consisted of the regular members and in addition Referee Curtis Melberg when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Port Authority Trans-Hudson Corporation (PATH)**

STATEMENT OF CLAIM:

“Grievance on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Port Authority Trans-Hudson Corporation:

Claim on behalf of F. N. Albaneze for coverage under the \$10,000 life insurance provision of the Insurance Continuation Plan to be provided at no cost to the Claimant, account Carrier violated the current Signalmen’s Agreement, particularly Article IX-B, when it refused to provide this coverage to the Claimant. BRS File Case No. 11102-PATH.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Claimant retired from the Carrier’s service on June 5, 1998. He was 63 years of age at the time and had been employed by the Carrier for more than 30 years. On January 6, 2000, some 19 months after he retired, he celebrated his 65th birthday.

The issue presented to us is whether the Claimant, as a retiree, was entitled to \$10,000 of Carrier-paid life insurance coverage between the date of his retirement and his 65th birthday. There is no dispute that under the Carrier's "Insurance Continuation Plan," he was entitled to such coverage once he reached 65.

Cited by the Organization in support of the claim is Article IX-B of the parties' Agreement, reading in pertinent part as follows:

"Effective March 1, 1989, those employees now insured under the Insurance Continuation Plan and all employees hired after March 1, 1989, shall be provided with insurance in the amount of \$10,000."

Between the date of his retirement and his 65th birthday, in order to maintain eligibility for the Carrier-paid \$10,000 life insurance benefit upon reaching 65, the Claimant was required to pay, out his own pocket, the group rate premium on a life insurance benefit equivalent to his annual salary prior to his retirement. The Organization contends this was wrong and that, accordingly, the Claimant should now be reimbursed for that premium. The Organization argues that the absence of any reference to age 65 in Article IX-B indicates the parties did not intend to make the attainment of that age a requirement for eligibility for the Carrier-paid life insurance benefit. "The parties placed no conditions whatsoever on an employee's eligibility for such benefit, establishing that when the Claimant retired he was entitled to \$10,000.00 life insurance policy at no cost," the Organization asserts.

The Carrier argues that Article IX-B has not been violated, that said Article does not stipulate the terms and conditions of the Insurance Continuance Plan, and that it is those terms and conditions which control the disposition of this case. The Carrier states:

"The Plan provides, for employees covered by BRS and other collective bargaining agreements, a company paid life insurance benefit when an employee retires from PATH service or at age 65, whichever is later. The Plan requires that all eligible PATH employees who retire prior to age 65 maintain a benefit connection during their retirement until age 65 by selecting and paying for a life insurance benefit option at the prevailing group rate. This obligation to maintain a connection and, likewise, pay for life insurance coverage ceases at age 65 when the retiree becomes

eligible for the no cost policy. For the BRS, that no cost benefit amounts to \$10,000.”

Although the Organization’s Statement of Claim seeks “. . . coverage under the \$10,000 life insurance provision of the Insurance Continuation Plan to be provided at no cost to the Claimant . . .,” the Organization neither introduced a copy of that plan into evidence nor cited any specific language therein in support of its arguments here. The claim presented to us really needs such support because Article IX-B, upon which the Organization places sole reliance, just does not get the job done. Article IX-B refers to the “Insurance Continuation Plan,” but it talks only in terms of “employees now insured,” “employees hired after March 1, 1989” and “insurance in the amount of \$10,000.” There is nothing specific regarding retirees or other former employees, and, indeed, question can even be raised as to whether “insurance” refers to life insurance, or some other type of insurance. To get the needed specificity, we find Article IX-B’s incorporated reference to the “Insurance Continuation Plan” indicates an intent by the parties to be governed by the terms of that plan.

The Organization has the burden of proving the validity of its claim. The record before us does not sustain that burden. Therefore, the claim is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 16th day of April, 2002.