

Award No. 16292
Docket No. SG-15105

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION
(Supplemental)

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, when it did not permit Relief Maintainer R. M. Babb to work the Root Street (Chicago) maintenance position on May 30 (a holiday) and May 31, 1963.

(b) Carrier violated Article V of the August 21, 1954 Agreement when the Superintendent failed to give any reasons in his letter of denial of September 9, 1963.

(c) Carrier be required to allow the claim as presented (8 hours punitive pay for May 30, 1963, and 8 hours pro rata pay for May 31, 1963, to be paid Mr. Babb). (Carrier's File: L-130-288; General Chairman's File: AV-301).

EMPLOYES' STATEMENT OF FACTS: Claimant R. M. Babb had been regularly assigned to a Signal Maintainer position with headquarters at 61st Street, Chicago. That position has been established under a Memorandum of Agreement signed September 9, 1954, to provide a combination of vacation and other relief of signal maintainers between 25th Street, Chicago, and Midlothian. Under that Memorandum, employees assigned to the relief position could be used to perform other work on other days when not performing relief work. While the Memorandum refers to the positions as Signal Maintainer positions, they are often referred to as relief positions.

On May 30, 1963, Carrier blanked a regular maintenance position at Root Street, Chicago, and Mr. Babb claimed eight hours' punitive pay on the basis he should have been used to relieve the Root Street job on that day. On May 31, 1963, the Root Street job was again blanked, and Mr. Babb was required to work on Signal Gang No. 3, so he claimed eight hours' straight time pay for May 31st, account not being permitted to perform relief work on a vacancy on the territory on which his relief position was scheduled to provide such relief.

The pertinent correspondence that constitutes the handling of this dispute on the property is attached hereto as Brotherhood's Exhibit Nos. 1 through 9. As indicated thereby, this dispute was handled up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. After the Superintendent denied the claim without giving any reasons (see Brotherhood's Exhibit No. 5), the General Chairman no longer argued the merits of the original claim; he argued the claim was allowable "as presented", because of the Superintendent's failure and/or refusal to give written reasons for his denial, as required by Article V of the August 21, 1954 Agreement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record in this dispute. This includes the August 21, 1954 Agreement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS:

1. There is an Agreement in effect between the Chicago, Rock Island and Pacific Railroad Company and its employes represented by the Brotherhood of Railroad Signalmen bearing an effective date of July 1, 1952, on file with your Board which by this reference is made a part of this submission.
2. On September 9, 1954, Carrier signed a Memorandum of Agreement with the Brotherhood of Railroad Signalmen to provide a combination of vacation and other relief of signal maintainers on Carrier's Chicago Terminal District. (See Carrier's Exhibit A.)
3. On May 30 and 31, 1963, Carrier blanked the 45th Street CTC Relief Maintainer's position while the incumbent of that position was on vacation. The job was filled on the other days of the incumbent's vacation period. The 45th Street CTC Relief Signal Maintainer was assigned to work at 45th Street on certain days and Root Street on Thursdays and Fridays. (May 30 and May 31, 1963 were on Thursday and Friday.)
4. The Employes filed claim account claimant, R. M. Babb, was not used to fill the blanked signal maintainer's position and Carrier has denied their claim through its highest officer designated to hear such disputes.

(Exhibits not reproduced.)

OPINION OF BOARD: The above claim progressed to the Superintendent of the Carrier who responded to it in his letter to the General Chairman dated September 9, 1963, by stating: "Claims as submitted are further declined."

The question before us is whether the quoted language fulfills the requirement of Article V, Section 1(a) of the Agreement dated August 21, 1954 that the Carrier notify whoever files the claim in writing of the reasons for its disallowance.

We are of the opinion that the quoted language does not fulfill the requirement that Carrier, in denying a claim, must apprise the Organization of the reasons for denial. Award No. 15856 (John J. McGovern).

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 Employes involved in this dispute are respectively Carrier and Employes 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 by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1968.