



Award No. 16294
Docket No. SG-15324

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, particularly Rules 5, 14, 15, 59, 60 and seniority rules, when Signal Maintainer E. M. Rizzuto, with assigned headquarters at Blue Island, Illinois, was required to work off his territory on that of vacationing Signal Maintainer J. D. Oman on May 10, 13, 14, 15 and 20, 1963.

(b) Carrier also violated Article V of the August 21, 1954 National Agreement when Superintendent G. H. Voss denied the claim on September 10, 1963, without giving any reasons therefor.

(c) Carrier be required to allow the claim as presented, which read:

"Claim is for 2 hours on May 10; 1½ hours on May 13; 5 6/12 hours on May 14; 7 hours on May 15; and 8 hours on May 20th, 1963. This time is for punitive rate of pay."
(Carrier's File L-130-285)

EMPLOYEES' STATEMENT OF FACTS: Originally, this dispute involved Carrier's violation of the current Schedule Agreement, particularly Rules 5, 14, 15, 59, 60 and the seniority rules, which it required Signal Maintainer R. M. Rizzuto, headquartered at Blue Island, Illinois, to work off his assigned territory on that of a maintainer who was on vacation. The violation occurred, first, on May 10, 1963, and was repeated on May 13, 14, 15 and 20. As a result, claim was filed on behalf of Mr. Rizzuto for varying numbers of hours on each of the above days; the total amount claimed for the 5 days was 24 hours at the punitive rate.

The claim (Brotherhood's Exhibit No. 1) was initiated with Signal Superintendent R. S. Carle, who denied it (Brotherhood's Exhibit No. 2); it was

5. On July 8, 1963, the Employees filed claim in behalf of Signal Maintainer R. M. Babb, Relief Signal Maintainer, 61st Street, Chicago, for straight time rate on May 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22 and 23, 1963, account "he was not put on his own assignment which he received by bulletin as the relief signal maintainer under Memorandum of Agreement which is to provide for vacation relief and other relief on the Chicago Terminal." (See Carrier's Exhibit C-1)

Further handling of the Employees' claim is shown by Carrier's Exhibits C-2 through C-7.

6. On July 8, 1963, the Employees also filed claim in behalf of Assistant Signalman J. L. Tarrant on May 6, 7, 8, 9 and 10, 1963, and E. Haberman on May 13, 14, 15, 16, 17, 20, 21, 22, and 23, 1963, for difference between their respective rates and rate of signalman based on contention that:

"These two assistant signalmen should have been used to fill the vacancy which would have been created had Babb been properly assigned to his vacation relief assignment starting May 6."

(See Carrier's Exhibit D-1.)

Further handling of this claim is shown by Carrier's Exhibits D-2 through D-7.

7. On June 29, 1963, the Employees filed a claim in behalf of Signal Maintainer R. M. Rizzuto, Blue Island, Illinois for

| | |
|--------|-----------------|
| 2 | hours on May 10 |
| 1-1/2 | hours on May 13 |
| 5-6/12 | hours on May 14 |
| 7 | hours on May 15 |
| 8 | hours on May 20 |

all at punitive rate of pay in addition to what he had already been paid on the above dates account alleged violation of Rules 5, 14, 15, 59, 60, and seniority rules. (See Carrier's Exhibit E-1)

Further handling of this claim is shown in Carrier's Exhibits E-2 through E-6.

(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 Local Chairman dated September 10, 1963, by stating: "Claims are respectfully 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 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 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.