

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20969  
Docket Number SG-20828

Irwin M. Lieberman, Referee

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

STATEMENT 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 pertains 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 pertains to the Memorandum of Understanding on the Mason City territory, when Sig. Supr., R. C. Lofy, denied compensation of leaders rate of pay for work performed by L. E. Koppenhaver on the auto flags at Des Moines Street, Webster City, Iowa on November 20, 1972.

(b) Carrier now be required to compensate him the difference between the rate allowed and leaders 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 claims 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 rules 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. Pauls  
Executive Secretary

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