

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26411  
Docket Number SG-26083

Gil Vernon, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(The Chesapeake and Ohio Railway Company (Pere Marquette District))

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pere Marquette District of The Chesapeake and Ohio Railway Company:

(a) Carrier violated the parties' Signal Agreement, particularly Rule 818 - Rulings, when Carrier failed to furnish the General Chairman with copy of its letter from Manager Labor Relations W. C. Comiskey to Manager Engineering J. R. Rymer written on or about April 15, 1980 concerning interpretation of Signal Rule 209.

(b) Carrier further violated said Agreement when during conference held between General Chairman Parker and Manager Labor Relations Comiskey on Thursday, September 9, 1982 Mr. Comiskey refused to furnish Mr. Parker with copy of his letter to Mr. Rymer written on or about April 15, 1980.

(c) Carrier furnish General Chairman Parker with copy of said letter pursuant to the requirements of the parties' S&C Rule 818. Carrier file SG-668-General Chairman file 82-22-PM (1)."

OPINION OF BOARD: The basic facts are not in dispute. On April 5, 1980, a Local Chairman submitted a Claim for meal expenses. On April 15, 1980, Mr. R. J. Rymer, Manager-Engineering, responded to the Claim.

The next development occurred August 16, 1982, when the Carrier's highest designated Officer (W. C. Comiskey) responded to the General Chairman concerning a meal expense Claim similar to the one responded to by Mr. Rymer April 15, 1980. After setting forth his Interpretation of the Agreement as it pertained to meal expenses, Mr. Comiskey advised the General Chairman that Mr. Rymer's Interpretation was incorrect and that he had "so advised him (Rymer) at this time."

Subsequently, the instant Claim was filed. The Claim seeks to have the Carrier provide a copy of the letter from Mr. Comiskey to Mr. Rymer in which he advised him his Interpretation was incorrect. The Organization argues their request is mandated by Rule 818 which states:

"Whenever a ruling is made by an officer of the Company having jurisdiction over the system affecting the interpretation of any Rule in this Agreement, the General Chairman representing the employees will be furnished with a copy of such ruling."

It is the conclusion of the Board that the Claim is without merit. It would not be a reasonable Interpretation of the Agreement to conclude that Mr. Comiskey's communication to Mr. Rymer was a "ruling" as contemplated by Rule 818. An internal communication under these facts has no substantive or binding impact on the meaning of the Agreement and thus is not a "ruling". The Ruling in this case was the August 16, 1982, letter which set forth the Carrier's substantive position on the meal expense question to the General Chairman.

The Organization's Interpretation is overly broad. The Carrier offers a more reasonable Interpretation which, consistent with Rules of contract Interpretation, must be preferred. The Carrier suggests that the purpose of the Rule was that decisions by Carrier's highest officer designated to handle Claims and grievances should be furnished the General Chairman whether the matter was appealed to such Officer by an individual employee (which is permissible) or an authorized Representative.

In view of the foregoing, the Claim is denied.

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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1987.