

SPECIAL BOARD OF ADJUSTMENT NO. 287

PARTIES: BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
and
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 15

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it directed and required Section Foreman Wilbur Beach to assume the duties, responsibilities, and work load of two positions during the vacation absence of Section Foreman J. H. Coffman from June 18 to July 6, 1956, both dates inclusive.

(2) That the Division Engineer's disallowance of the claim was not in conformance with Article V, Section 1(a) of the Agreement signed at Chicago, Illinois, on August 21, 1954, account of failure to notify of his reasons for said disallowance.

(3) Because of the violations referred to in Parts (1) and (2) of this claim, the Carrier now be required to allow the following claim which was presented under date of July 30, 1956:

'Claim is filed herewith in behalf of Foreman Wilbur Beach in the amount of 112 hours (14 days) pay at the Foreman pro rata rate applicable to Section 52 at North Vernon.'

FINDINGS: The applicable agreement provides that when Carrier disallows a claim or grievance, it shall "notify whoever filed the claim or grievance in writing of the reasons for such disallowance. If not so notified the claim or grievance shall be allowed as presented. x x x" (Emphasis added.)

Carrier disallowed this claim with this language:

"As a result of this investigation your claim is declined."

We must and will hold that the phrase "as a result of this investigation" fails to meet the requirements of the Rule that Claimant be advised "of the reasons for such disallowance."

Therefore the claim will be allowed as presented.

AWARD

Claim sustained in accordance with Findings.

(s) Edward A. Lynch
Chairman

(s) A. J. Cunningham
Employee Member

(s) T. S. Woods
Carrier Member

Dated at Baltimore, Maryland, this
28th day of March, 1960.