

**Award No. 10688**  
**Docket No. SG-9595**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Richard F. Mitchell, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**  
**FORT WORTH AND DENVER RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Fort Worth and Denver Railway Company that:

(a) The Carrier violated the Signalmen's Agreement, particularly Rule 16, when it failed and/or refused to reimburse Signal Foreman S. H. Stotts, Jr., Signal Gang No. 1, for actual necessary expenses incurred by purchase of meals on dates of November 1, 2, 3, 4, 7, and 8, 1955, while away from his home point.

(b) Signal Foreman S. H. Stotts, Jr., now be reimbursed for the meals purchased on the dates cited above in the amount of \$7.55. (Carrier's File No. SG-5)

**EMPLOYEES' STATEMENT OF FACTS:** The claimant, S. H. Stotts, Jr., is regularly assigned as Signal Foreman of this Carrier's Signal Gang No. 1, with common headquarters and home point at the camp cars assigned to Signal Gang No. 1.

The claimant was assigned the permanent Signal Foreman's position under Notice No. 149-A, dated February 8, 1955, which awarded the Signal Foreman's position advertised for bids in Notice No. 149, dated January 7, 1955.

Notice No. 149, advertising the position of Signal Foreman among other things, listed the following facts about the position:

Title of Position: Signal Foreman  
Location of Headquarters: Outfit Cars, Gang No. 1  
Hours of Service: 8 hours per working day.  
Rate of Pay: \$441.17 per month  
Permanent or Temporary: Permanent

From the above, it is noted that the notice stated, among other things, that Signal Foreman's position with headquarters at outfit cars, Gang No. 1, assigned to work eight hours per working day, with rate of pay of \$441.17 per month, on permanent basis, was advertised for bids.

to be reached as to how many feet an employe would have to move away from the "point" designated within the limits of his headquarters or home station before meal expense would have to be borne by the Carrier. The Board does not have the authority to write such a rule—therefore, the only course left is to dismiss the case.

Carrier affirmatively states that all data herein and herewith submitted have previously been submitted to the Employees.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The record in this case shows that Carrier's highest designated officer declined this claim on March 30, 1956. Thus, under the provisions of Article V, Section 1 (c), this claim had to be filed with this Division on or before December 30, 1956. However, the record shows that notice of intent to file an ex parte submission was not sent until March 1, 1957, or approximately 60 days after the mandatory time limit of Article V, Section 1 (c).

The record reveals a subsequent conference was held, after which the Carrier reaffirmed its original declination. The issue is whether the conference extended the time limit.

The situation seems to be clearly disposed of in **First Division Award 18054:**

"Following the declination of March 27, 1953 there was some further correspondence and a conference was held at which the claim was discussed. The previous declination was affirmed. There is no evidence of any agreement to extend the time limit provided for in the above quoted rule; and the holding of a conference and reaffirmation of a prior declination does not extend that time limit. Awards 17301, 16727, 15744, 15635, 15631, 15629, 15627."

To the same effect are **Third Division Awards 7000** (Carter) and **8804** (Bailer).

Accordingly, the claim must be dismissed.

**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 Employee involved in this dispute are respectively Carrier and Employee 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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 19th day of July, 1962.