

## NATIONAL RAILROAD ADJUSTMENT BOARD

### THIRD DIVISION

John H. Dorsey, Referee

#### PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**LEHIGH VALLEY RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company.

On behalf of Signal Testman G. Cashau, with headquarters in camp car located at Allentown, Pennsylvania for transportation expenses due to the fact Carrier refused to pay Mr. Cashau auto mileage for weekend trips between his home and camp car for the months of February, March, April and May, 1968. Under the current Signalmen's Agreement, Article 2, Section 21, Mr. Cashau is entitled to free transportation on weekends to his home and return to camp car. Carrier should now pay Mr. Cashau's transportation costs listed below:

Month of February	4 round trips at \$2.10	8.40
Month of March	4½ round trips at 2.10	9.45
Month of April	4½ round trips at 2.10	9.45
Month of May	4½ round trips at 2.10	9.45
		\$36.75

**EMPLOYEES' STATEMENT OF FACTS:** This dispute arose because the Carrier refused to furnish transportation for Signal Testman G. Cashua for weekend trips from his camp car headquarters to his home and return, during the months of February, March, April and May, 1968 as provided by Article II, Section 21 of the current Agreement which reads as follows:

"When conditions permit, employes assigned to boarding cars will be allowed to make week-ends trips to their homes. Free transportation will be furnished. Any time lost on this account will not be paid for. Time not worked on this account may be worked at the option of the employes outside of regular hours on other days at straight time rate for hours so worked."

The dispute was handled in the usual and proper manner, up to and including the highest officer of the Carrier designated to handle such dis-

putes without obtaining a satisfactory settlement. Pertinent correspondence has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 1 through 8.

There is an agreement in effect between the parties, bearing an effective date of July 1, 1942, revised September 1, 1949, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** There is an agreement on this property dated September 1, 1949 between Lehigh Valley Railroad Company and Brotherhood of Railroad Signalmen of America, which by this mention becomes part of this Submission.

Also part of this Submission are Carrier's Exhibits A through I.

Claimant held assignment of Signal Testman with headquarters a camp car at Allentown, Pennsylvania.

Carrier submits at the outset that this claim was not properly presented in accordance with proper procedure for handling.

Pertinent is Carrier's Exhibit A, consisting of a letter dated April 3, 1968, written to the Chief Engineer in which the General Chairman, BRSofA. stated, in another claim:

"I must call to your attention that it has always been the Local Chairman's duties to represent the Brotherhood of Railroad Signalmen and present their grievances to the Division Supervisor or the Signal Const. Engineer and then present them to the Engineer-Signals and Communications.

It is the duties of the General Chairman to continue grievances and present them to the Chief Engineer and then to the Chief of Personnel."

In the instant case, the General Chairman presented the claim to the Engineer, Signals and Communications; thus, the first step of handling, outlined by the General Chairman in his own letter April 3, 1968, required that claim be presented by the Local Chairman to the Division Supervisor or the Signal Construction Engineer. This was not done. The General Chairman initiated the claim to the Chief Engineer. Therefore, this claim is not properly before the Board and should be barred.

As to the merits of the claim, without waiving the above position, Carrier will deal with merits later.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Carrier moves for dismissal of the claim on the grounds that it was not "handled in the usual manner up to and including the chief operating of the officer of the carrier designated to handle such disputes." See, Section 3, First (i) of the Railway Labor Act. The issue was timely raised on the property.

Claimant sent a standard expense form (Form No. 66) to the Signal Construction Engineer for transportation costs for week-end trips from a boarding car to his home and return, which was disallowed. Until the date of the disallowance, no dispute could come into being. The disallowance became the subject matter of the claim before us.

The General Chairman initiated the claim by presenting it to Engineer, Signals and Communications.

It is the position of Carrier that the claim should have been initially presented to the Division Supervisor or the Signal Construction Engineer to satisfy its handling in the usual manner on the property.

In a letter dated April 3, 1968, addressed to the Chief Engineer, the General Chairman made admission as to the usual manner of handling claims on the property:

"I must call to your attention that it has always been the Local Chairman's duties to represent the Brotherhood of Railroad Signalmen and present their grievances to the Division Supervisor or the Signal Const. Engineer and then present them to the Engineer-Signals and Communications. It is the duties of the General Chairman to continue grievances and present them to the Chief Engineer and then to the Chief of Personnel. \* \* \*"

This admission compels the finding that the instant claim was not handled in the usual manner. Carrier's motion to dismiss is granted.

**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 claim must be dismissed for failure to handle it in the usual manner on the property.

#### AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schultzy  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1970.

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