NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21393

THIRD DIVISION

Docket Number SG-21171

Walter C. Wallace, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Chesapeake District):

a) Carrier violated the current Signalman's Agreement, particularly Sections I-C-1 and I-C-2 of the Memorandum of Agreement signed February 15, 1968, and Rule 27(e) amended October 15, 1967, when on or about the weekend of November 3, 1973, Carrier had camp cars of System Signal Force No. 1700 moved from Marion, Ohio to Columbus, Ohio (Parsons Yards) without allowing employes assigned thereto travel expenses as contemplated in said agreement and/or rule.

b) Carrier now allow Claimants named below the difference in amount allowed of one (1) hour for the 45 miles traveled and that contemplated and cited in part (a) above when camp cars were moved during the employe's rest days:

H. D. Hizer	C&O ID No.	2280150
T. W. Fugate	"	2080307
R. c. Erwin	"	2216286
D. L. Pritt	"	2611958
M. C. Guthrie	"	2611091
C. E. Deane	"	2226233
P. E. Fauver	"	2614359

/General Chairman file: 73-72-SF. Carrier file: SG-3727/

OPINION OF BOARD: Claimants were working out of camp cars headquartered at Marion, Ohio. Their work period ended on October 31, 1973 and they were notified that when they resumed duty on November 5, 1973 their new camp headquarters would be Columbus, Ohio. The carrier provided the claimants with a nine-passenger station wagon for travel between Marion, Ohio and their homes in the vicinity of Huntington, West Virginia and for the subsequent trip to their new camp headquarters at Columbus, Ohio. Carrier computed the travel time allowance due each claimant to be one (1) hour based upon the road travel time between Marion and Columbus, Ohio.

It is the contention of claimants that carrier violated the applicable Signalmen's Agreement, particularly Sections I-C-1 and I-C-2 of the Memorandum of Agreement signed February 15, 1968, and Rule 27(e) amended October 15, 1967 "without allowing the employes assigned thereto the rate of two minutes per mile traveled as contemplated in that agreement and under conditions at issue here." Accordingly, it is claimed that seven named employes assigned to System Signal Force No. 1700 should have been allowed 1½ hours, not one hour each.

At the outset carrier raises two threshold questions. It is claimed that certain language concerning the "two minutes per mile" allowance was omitted from the submission to this Board and was omitted from the General Chairman's letter of appeal to the Director of Labor Relations. Presumably, it is the carrier's position that this precise claim has either been waived or is outside the scope of consideration insofar as specific reference has been omitted. We do not agree. Clearly, the claim was raised on the property in sufficiently specific terms.) See the General Chairman's letter of November 28, 1973 (Brotherhood's Exhibit No. 2). The subsequent references to "travel expenses as contemplated in said agreement and/or rule" are short-hand references but in the context here, adequate to preserve this claim before this Board. Carrier's objection in this regard lacks merit.

Next, it is carrier's contention that consideration cannot be given to the application of Section II-D of Award of Arbitration Board No. 298. For our purposes it is sufficient to point out that carrier is correct in its assertion that this is not part of the statement of claim made to this Board and as a consequence cannot be considered. Although carrier cites several decisions of this Board to this effect, we find it sufficient to rely upon Award No. 10904 (gay), 17512 (Dugan) and 18239 (Dolnick) in reaching this conclusion.

Award of Arbitration Board No. 298, particularly Interpretations Nos. 9, 10 and 11 have a bearing here. It is Interpretation No. 10 that seams to be controlling. It provides:

> "QUESTION: Carrier moves the work point from 'A' to 'B' while the employe has gone home on a holiday or rest day. Employe left work point 'A' but returns to work point 'B' after having gone home. May carrier avoid payment of travel time from 'A' to 'B' because the employe traveled from 'A' to 'C' to 'B' rather than going straight to 'B' before going home at 'C'?

"ANSWER" No.. See paragraph 2 of the memorandum of Board conference of September 30, 1967, which reads as follows: 'Under the provisions of Section I-C-l, each man will be paid the amount of travel time from one point to another which the conveyance offered by the Carrier would take regardless of how any man actually travels from one point to the other."'

The key issue here involves the "conveyance offered by the carrier." It is carrier's contention that it was the station wagon and, therefore, it was proper to measure the travel time between Marion and Columbus, Ohio that such conveyance would require. This was done by a road test and it was concluded that one hour was appropriate. The Brotherhood, for its part, maintains the proper conveyance is that offered by the carrier, i.e. the camp car. Consistent with this position the Brotherhood made requests for the "pick up" and "final set off" for the movement of the camp cars in order to determine the travel allowance claimed. Carrier did not provide this information and the Brotherhood maintains this failure should be construed against them.

It is apparent the employes had a number of options available to them. They are not spelled out in the record precisely in this way but it appears they could have remained with the camp cars and traveled by that mode. They could have chosen to travel by personal cars. As it happens they chose the mode of travel offered by the carrier, the station wagon. Based solely on the facts presented here and the plain meaning and applicability of Interpretation No. 10, we conclude it was appropriate to provide the travel allowance related to that transportation.

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

The Agreement was not violated.

A W A R D

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulus
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1977.