

Award No. 15371
Docket No. SG-14811

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert J. Mesigh, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

The following enumerated employees assigned to Camp Crew No. 2, Western Seniority District, be reimbursed their expenses for meals, account making repairs to signal apparatus caused by derailment:

Mr. E. A. Lindahl, Signalman		Mr. J. P. Barnes, Signalman, 20D&F	
January 13, 1963.....	\$3.05	January 14, 1963.....	\$1.38
January 14, 1963.....	2.70	January 15, 1963.....	1.43
January 15, 1963.....	1.30	January 16, 1963.....	1.28
January 16, 1963.....	1.35	January 17, 1963.....	1.43
January 17, 1963.....	1.25	January 18, 1963.....	1.43
January 18, 1963.....	1.25	January 21, 1963.....	1.38
January 21, 1963.....	1.20		
January 22, 1963.....	1.25		
January 23, 1963.....	1.25		
			\$8.33
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	\$14.60		
 Mr. F. E. Chekal, Signalman		 Mr. D. F. Marr, Signalman	
January 14, 1963.....	\$3.06	January 14, 1963.....	\$1.28
January 15, 1963.....	1.28	January 15, 1963.....	1.35
January 16, 1963.....	1.28	January 16, 1963.....	1.40
January 17, 1963.....	1.28	January 17, 1963.....	1.25
January 18, 1963.....	1.28	January 18, 1963.....	1.40
January 21, 1963.....	1.28	January 21, 1963.....	1.50
January 22, 1963.....	1.28	January 22, 1963.....	1.35
January 23, 1963.....	1.28	January 23, 1963.....	1.25
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	\$12.02		\$10.78

Mr. L. E. Koppenhaver, Signalman,
20D&F

January 23, 1963.....\$1.50

Mr. R. L. Carey, Signalman

January 14, 1963.....\$1.25
January 15, 1963..... 1.25
January 16, 1963..... 1.50
January 17, 1963..... 1.40
January 18, 1963..... 1.40
January 21, 1963..... 1.50
January 22, 1963..... 1.25
January 23, 1963..... 1.25

\$10.80

[Carrier's Files: 79-3-23; 79-3-24]

EMPLOYEES' STATEMENT OF FACTS: As indicated by the Statement of Claim, this dispute is based on the Carrier's refusal to reimburse employees regularly assigned as Signalmen in Crew W2, headquartered in camp cars at Ames, Iowa, for expenses incurred for meals when they were taken away from their headquarters to work 40 miles distant at a derailment.

Train No. 254 had derailed at the interlocker at Grand Junction, Iowa, on January 12, 1963, causing extensive damage to signal equipment. This necessitated the use of from one to five of six different Signalmen on each of nine days in January to repair the damage. With the exception of January 13, Carrier transported these men from their headquarters to the derailment and returned them each day.

On Sunday, January 13, Mr. E. A. Lindahl, who resided in Boone, Iowa, was called at home to perform service at the derailment; he was not transported from and returned to headquarters on that day. All six of the employees incurred expenses in various amounts while working on the derailment, and Carrier would not reimburse them.

As a result Local Chairman N. D. Hulsebus initiated a claim on behalf of the six employees in a letter dated March 16, 1963, addressed to Signal Supervisor A. A. Meyer. The initial claim is Brotherhood's Exhibit No. 1, and the Supervisor's denial thereof is Brotherhood's Exhibit No. 2.

Appeal was taken by General Chairman R. B. LeBaron to Signal Engineer V. S. Mitchell on May 6, 1963, Brotherhood's Exhibit No. 3. Subsequent correspondence which is pertinent and depicts the handling on the property is reproduced and identified as Brotherhood's Exhibit Nos. 4 through 6.

As indicated by the latter Carrier made an offer in conference to settle the claim partially, but the offer was not acceptable to the Employees, so the General Chairman declined to accept it.

In the interest of brevity and in order to avoid repetition we have not reproduced General Chairman LeBaron's letter of January 8, 1963, addressed to Director of Personnel T. M. Van Patten, in which he appealed Signal Engineer Mitchell's denial. This letter is similar to the one which is Brotherhood's Exhibit No. 3; they contain the same information expressed in the same language. The only difference is the officer to whom each is addressed and from whose decision the appeal is being taken.

Brotherhood's Exhibit Nos. 7 and 8 are Award Nos. 9 and 10, respectively, Special Board of Adjustment No. 371, to which Carrier referred in a denial of the instant claim.

As shown by the correspondence cited, this dispute has been handled in the usual and proper manner on the property by the Brotherhood, up to and including the highest officer of the Carrier designated to handle such matters, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of June 1, 1951, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Claimants in this case were on the dates involved in the claim, assigned to Camp Crew No. 2 and on the dates of the claim the camp cars were located at Ames, Iowa.

On January 12, 1963 a derailment occurred on Train No. 254 at Grand Junction, Iowa, which damaged the signal apparatus at that location. On the dates involved in this claim the various individual claimants were transported from the camp cars at Ames to Grand Junction to perform service in connection with repairing the damaged signal system, and on each date returned to their camp cars subsequent to performance of the work.

Grand Junction and Ames are on the same seniority district, approximately 40 miles apart, and all service performed at Grand Junction was therefore on the seniority district to which claimants were assigned.

Claim has been presented in this case for reimbursement for meal expense incurred on the days involved in the claim. All of the meals involved were noonday meals, except on January 13 and 14, 1963 when Signalman Lindahl apparently purchased two meals and on the 14th when Signalman Lindahl and Signalman Chekal apparently purchased two meals.

Claim has been denied.

OPINION OF BOARD: There is no dispute as to the factual situation out of which this claim arose.

The dispute involves the question of whether or not Claimants are entitled to be reimbursed for noon meals purchased by them while working at Grand Junction due to a derailment that had occurred some 40 miles from their car headquarters.

The Organization contends Claimants are entitled to be reimbursed under Rule 31, set forth in part:

"In emergency case, such as derailment, washouts, snow blockades, fires, or slides, employes taken away from headquarters to work elsewhere will be furnished meals and lodging, where possible, by the railway company."

Carrier contends Rule 31 does not require reimbursement for the meal expense claimed where the derailment involved was in the seniority district

and in the territory where Claimants were regularly performing work from their camp cars; that Claimants each day were actually moved from the camp car to the work site and returned to the camp car each evening; and, the Organization has failed to establish that Claimants were "taken away from headquarters to work elsewhere."

After considering the entire record, we hold that Rule 31 supports the Claimants' position. We have applied the provisions of the rule to the circumstances and factual situation set forth in the instant case and considered the provisions in their entirety, to determine the intent of the parties. We do not find limitations or restrictions, proffered by the Carrier (*supra*) contained therein, therefore, the terms of the written provision must prevail.

Rule 31 is a specific rule governing expense allowance payments in emergency situations, such as derailments, washouts, snow blockades, fires or slides. A derailment occurred 40 miles away from car headquarters which was an emergency situation described by the rule. Carrier, therefore, under the rule, was required to either provide or reimburse Claimants for their noon meals actually purchased. To hold otherwise in the factual situation before the Board, would nullify the effect of the written terms.

Awards 9 and 10 of Special Board of Adjustment No. 371 between the same parties and Award 6404 of this Board, were cited by the Carrier, as having been denial awards involving similar claims. Those awards referred to by Carrier are not in point since different rule provisions and routine work assignments were involved, not work arising from an emergency situation.

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 Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of February 1967.

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