

Award No. 16102
Docket No. SG-16091

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, 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 that:

(a) The Carrier violated the intent of Circular Letter No. 1380 dated Chicago, July 19, 1940, page 67, current Signalmen's Agreement, when it denied R. V. Deakin, Leading Signalman Test Car, and J. C. Jacobson, Signalman Test Car, Northwestern Seniority District, automobile allowance to secure meals while Test Car was located at Ashippun, Wisconsin.

(b) The Carrier now allow automobile mileage at 7 cents per mile for R. V. Deakin:

January 25, 1965	17 miles	\$1.19
January 26, 1965	34 miles	2.38
January 27, 1965	34 miles	2.38
January 28, 1965	34 miles	2.38
January 29, 1965	17 miles	1.19
February 8, 1965	17 miles	1.19
February 9, 1965	34 miles	2.38
February 10, 1965	17 miles	1.19
February 11, 1965	17 miles	1.19
February 12, 1965	17 miles	1.19
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		\$16.66

and J. C. Jacobson:

February 10, 1965	17 miles	\$1.19
February 11, 1965	17 miles	1.19
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		\$2.38

OPINION OF BOARD: On the dates involved Claimants were assigned to camp cars which were not equipped for preparing meals. They drove in their own automobiles a 17 mile round trip to get meals, sometimes twice in one day. Under the terms of Circular Letter No. 1380, which is part of the Agreement between the parties, they claimed they were entitled to pay for the meals and automobile mileage at seven cents per mile for use of their cars to get to and from the meals from the camp car. Carrier paid them for the cost of the meals, but declined to pay for the use of the automobiles.

On the property Carrier argued only that Letter No. 1380 did not provide for automobile mileage to and from meals, and that no other rules or agreements required it. In its Ex Parte Submission, Carrier raised additional arguments, and it summarized:

"The claims should be denied by this Board on the basis that they are not supported by the provisions of Rule 79, and, furthermore, barred by the provisions of the Memorandum Agreement effective July 1, 1962. In any event, the claims of Signalman Jacobson should be denied on the basis that Circular Letter relied on by the employees applies only to Leading Signalmen."

In its rebuttal the Organization argues that these are new issues which may not be considered because Carrier did not raise them on the property. While Rule 79 was not specifically named by Carrier on the property, Carrier did argue that there were no rules requiring the payment to Claimants of the automobile mileage claimed; Rule 79 is a provision about the payment to employees for and the use of private automobiles by employees by agreement with the supervisor; we will consider that the Carrier argument that Rule 79 does not support the Claim was in issue on the property. But no argument was made on the property that any rule or agreement barred the claim, or that Claimant Jacobson's position was not covered by the Circular Letter; these are new issues introduced too late for discussion and possible resolution on the property, and will not be considered by us.

The issue on which this dispute turns, however, is the only one clearly joined on the property: Carrier's disagreement with Organization's interpretation that the Circular Letter covered the cost of transportation necessary for the employees to secure the meals. Circular Letter No. 1380 reads:

"I.C.C. SIGNAL INSPECTION

It has been found necessary to establish several Leading Signalmen's positions for the purpose of making various tests, inspections and records, and the assignment of these men to camp cars not equipped for preparing meals.

These men are hourly rated employees, and the car designated by bulletin was an office, sleeping and shop car as the headquarters for these positions.

In lieu of equipping these cars with facilities for preparing meals, it is the desire and intent of the Railway Company to provide meals for each day worked at the expense of the Railway Company when such meals are not obtained at their homes or regular boarding places.

Arrangements will be made to permit the employes holding these positions to return home for Sundays and Holidays under the provisions of Rule 25."

There is nothing in the record to show that the words "provide meals" as used in the third paragraph above were intended to mean anything other than what is normally meant by them; the meaning they convey in the context above is "supply what is needed for feeding the employes." There is no evidence in the record to show that, contrary to Organization's assertion, transportation by automobile was not necessary for the involved employes to secure the meals. Thus, the cost of that transportation in this case is covered by the Circular Letter. The amount claimed by the employes at seven cents per mile is not unreasonable; it is the amount paid where a private automobile is used with prior agreement of a supervisor under Rule 79.

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; and

That Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1968.