

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19801  
Docket Number SG-19577

Frederick R. Blackwell, 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):

Accept this letter as a formal claim by the Brotherhood of Railroad Signalmen for and on behalf of the Claimants named below. Claimants are assigned to a signal gang headquartered at Hinton, West Virginia, without camp cars. This claim is presented on the assumption that this gang will not be employed for a period of one year at the present location. Therefore the Claimants are entitled to the provisions set forth in our Agreement of February 15, 1968 (Arbitration Award 298) and Official Interpretations thereto. Claim is made for the period beginning February 21, 1970, and continuing until such time as the Carrier takes the necessary action to properly compensate the Claimants in accordance with our Agreement of February 15, 1968 and Official Interpretations thereto.

Claimants are: William W. Boyd, Signal Foreman  
W. W. Hatcher, Signalman  
R. W. Durrett, Assistant Signalman

(Carrier's File: 1-SG-278)

OPINION OF BOARD: This claim involves the same claimants and issues that were considered in Award 19478 and, thus, the merits of this claim have been previously considered and determined by the Board. However, in this claim, we have a threshold question concerning alleged violations of time limits.

When the Organization filed its claim in Award 19478, it stated in a March 3, 1970 letter that:

"Days subsequent to February 20, 1970, not covered within this letter of claim, for which the above named claimants are entitled under the provisions of our Agreement of February 15, 1968 and official interpretations thereto will be filed at a later date."

The matters covered by the instant docket were presented to Carrier in the Organization's letter dated April 17, 1970. This letter was described therein as a "formal claim" for lodging and board for the period beginning February 21, 1970 and continuing until corrective action occurs. On July 25, 1970 the Organization wrote that, due to Carrier's non-response to the April 17 letter, the claim was required to be paid under time limits. On August 3, 1970 the Carrier wrote that, because the April 17 letter had been taken as a continuation of the March 3, 1970 claim, which had been denied, a further denial was not deemed necessary.

On these facts Petitioner asserts that its April 17, 1970 letter presented a claim separate and distinct from the March 3, 1970 claim and, accordingly, the Carrier's August 3 letter was not within the 60-day time limit. Carrier says the April 17 letter was a continuation of the initial March 3 claim and, alternatively, that, if the April 17 letter was indeed a separate claim, then its filing was not within the 60-day time limit because the date of the alleged occurrence of violation was January 8, 1970.

In light of the whole record, particularly the quoted portion of the Organization's March 3, 1970 letter, the only function of the April 17 letter was to extend the claim period so as to cover dates subsequent to February 20, 1970. In all other material respects the substantive import of the April 17 letter was identical to that of the March 3, 1970 letter. In these circumstances we think it is clear that the April 17 letter was merely amendatory of the March 3 claim and, consequently, we find no problem with the Carrier's treatment of the letter as a continuation of the March 3 claim.

Thus, having found no time limits violation, we now come to the merits of the dispute. The Carrier established a signal gang at Hinton, West Virginia, from January 8 through May 23, 1970. In connection therewith claim was made for lodging and meal allowances under an Agreement which is dated February 15, 1968, and which evolved from the award of Arbitration Board No. 298. In **Award 19478** we awarded allowances for meals, but nothing for lodgings, for the period January 8 through February 20, 1970. We shall make the same award herein for the period February 21 through and including May 23, 1970.

The reasons for our award here are the same as those stated in our opinion in **Award 19478**. However, in that docket, the fact that claimants lived at home was not before the Board. That fact is before the Board in this dispute, but it does not affect the claimant's rights to meal allowances. In our opinion in the prior docket, after expressly noting that this Board was not bound by Interpretations of Arbitration Board No. 298, we then made reference to, and use of, several such Interpretations in a manner which we deemed sound and suitable for resolving the dispute. In connection with claimant's living at home, we now call attention to Interpretation No. 58.

"INTERPRETATION NO. 58 (Carrier's Question No. 1; MWE and CB&Q)

QUESTION: Are Section 1 employees entitled to meal allowance while stationed in their home towns and such employees are living at home with their families?

ANSWER: Yes. See Interpretation No. 55."

Also on the broader question raised by this claim attention is called to Interpretation No. 38.

"INTERPRETATION NO. 38 (Question No. 27; BRS and C&O (Chesa.)

QUESTION: When Carrier established a signal gang with a headquarters point but did not furnish camp cars or other lodging or dining facilities, and abolished the gang after six weeks, were the employees assigned to that gang entitled to the meals and lodging provisions of Article I of the Award?

ANSWER: This question is answered by Interpretation No. 12."

We shall also note, as we did in **Award 19478**, that, even though the Award of Arbitration Board No. 298 is involved in this dispute, there is no jurisdictional barrier to this Board's determining the dispute. Indeed, the Carrier's Submission specifically states that:

"... it is the Carrier's position that the Schedule Agreement as revised by the February 15, 1968, Agreement is involved in this dispute rather than Arbitration Award No. 298 as such."

In view of the foregoing we shall deny the claim for lodging, but shall sustain the claim for meal allowances for the period February 21, 1970 through and including May 23, 1970.

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;

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That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated to the extent indicated in the Opinion.

A W A R D

The claim is denied in part and **sustained in part**, as indicated in the **Opinion and Findings**.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

E.A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of June 1973.