

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42937
Docket No. SG-43507
18-3-NRAB-00003-160225**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood that:

Claim on behalf of J.W. Sickel, and C.E. Urie, Jr., and M.S. Wilhelm, for \$25.76 each, account Carrier violated the current Signalmen’s Agreement, particularly CSXT Labor Agreement No. 15-18-94, when it refused to pay the Claimants for the mileage they traveled in their personal vehicles on October 14, 2014, while moving from a work location at Cumberland, Maryland, to a work location at Somerset, Pennsylvania. Carrier’s File No. 2014-179443. General Chairman’s File No. 14-29-94. BRS File Case No. 15366-B&O.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Organization filed the instant claim on behalf of the Claimants, alleging that the Carrier violated the current Signalmen's Agreement when it failed to compensate the Claimants for the mileage that they traveled in their personal vehicles while moving from one work location to another on October 14, 2014. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier did not provide transportation to the Claimants in their move from one Carrier-provided lodging facility to another at different work locations during a work cycle, because the Claimants were not traveling to start or end their work cycles, and because the Carrier failed to compensate the Claimants for the mileage expense that they incurred in accordance with the clear and unambiguous language of CSXT Labor Agreement No 15-18-94. The Carrier contends that the instant claim should be denied in its entirety because the Claimants were compensated correctly, because no additional compensation is due, because the Organization's interpretation of the Agreement leads to an absurd result, because no violation occurred, and because the Organization failed to meet its burden of proof.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has met its burden of proof that the Carrier violated the Agreement when it refused to pay the Claimants for the mileage they traveled in their personal vehicles on October 14, 2014, while moving from one work location to another.

The section at issue in this dispute is Article 3, Paragraph F, from the CSXT Labor Agreement No. 15-18-94. Paragraph F states the following:

"Time spent in traveling from one work location to another (changing Carrier-provided lodging facilities) outside of regularly assigned hours during the work week, shall be paid for at the straight-time rate. An employee who is not furnished means of transportation by the Carrier from one location to another and drives his personal vehicle for this purpose shall be reimbursed for such use of his personal vehicle at the mileage rate recognized by the IRS (currently \$.29 cents per mile)."

The Claimants in this case were required to move from a work location at Cumberland, Maryland, to another one at Somerset, Pennsylvania, to begin boring underground pipe for new work on the signal system. The Claimants moved their personal vehicles from one Carrier-provided lodging facility to another and turned in their mileage. Consequently, the Claimants' actions fell into the second sentence of Paragraph F cited above. The employees were not furnished means of transportation by the Carrier from one location to another and drove their personal vehicles. Consequently, they were entitled to be reimbursed for their travel expenses.

The Carrier takes the position that there was no proof that this move took place "outside of regularly assigned hours during the workweek." However, that language comes from the first sentence of Paragraph F and refers to payment for time. These Claimants are not seeking payment for time; they are seeking reimbursement for their travel expense, which is covered by the second sentence. Consequently, whether or not the move took place during their regularly assigned hours or not does not matter.

The Carrier also relies on a different section of the Agreement which is also not applicable.

For all of the above reasons, the claim in this case must be sustained.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 14th day of February 2018.