

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Sempliner, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, especially Rule 22, when it refused to allow Signal Helper O. B. Ross travel and waiting time on March 24 and 28, 1958, when it assigned him to work in a signal gang during the time that the Signal Maintainer with whom he had been regularly assigned was on vacation.

(b) The Carrier now compensate Signal Helper O. B. Ross for four hours' travel and waiting time for March 28, 1958.
[Carrier's file G-357-18, G-357]

EMPLOYES' STATEMENT OF FACTS: Mr. O. B. Ross had been assigned to a position of Signal Helper on a signal maintenance territory, with headquarters at Hopkinsville, Kentucky. During the work week that began on March 24, 1958, the Signal Maintainer with whom he normally worked was on vacation and the Carrier did not assign a Relief Maintainer to that territory and it assigned Signal Helper Ross to Signal Gang No. 17 at Mt. Vernon, Indiana, from March 24 to 28, inclusive. Signal Helper Ross spent from 1:00 A.M. to 5:00 A.M. on March 24 and from 4:00 P.M. to 8:00 P.M. on March 28 in traveling to and returning from the headquarters of the signal gang. The Carrier reimbursed Signal Helper Ross for the cost of his meals for the period from March 24 to 28, but it refused to allow him the eight hours for traveling and waiting on the two dates as shown. On April 26, 1958, Mr. G. L. Choate, Local Chairman, presented the following appeal to Mr. H. E. Dietz, Superintendent:

"This writing is to appeal the decision of Signal Supervisor Mr. E. S. Williams concerning the claim of Signal Helper Mr. O. B. Ross for payment of traveling and waiting time as provided in Rule 22 of the L. & N.-B.R.R.S. of A. Agreement. This claim consists of 8 hours, 4 hours traveling and waiting time from 1:00 A.M. March 24, 1958 to 5:00 A.M. March 24, 1958 and 4 hours of traveling and waiting

When the helper is off on vacation and the maintainer is on the job, a helper from a gang or from another maintainer, will be assigned to the maintainer whose helper is off on vacation.

This understanding is applicable only in connection with the assigning of vacations on the Evansville Division for the year 1958, and shall not be construed or considered an interpretation of either the signalmen's general agreement or the vacation agreement of December 17, 1941.

It is further understood that no claims of any nature in connection with this understanding will be entertained.

During the discussion the matter of expenses, travel and waiting time for helpers assigned to a gang or another maintainer while their regular maintainer was off on vacation was discussed, it being understood that the railroad would pay reasonable expenses, such as bus fare, incurred by helpers so rearranged but that travel and waiting time would not be allowed, hence the concluding paragraph of the Agreed-to-Understanding.

Signed:

E. S. Williams, S.C.S.
D. F. Crook, Asst. Sig. Supvr.
H. E. Webb, Asst. Signal Engr.
R. E. Triplett
E. E. Lewis

May 11, 1959"

According to carrier representatives' understanding of the agreement reached during the February 27, 1958 conference, it was understood that the railroad would pay reasonable expenses, which has been done, but that travel and waiting time would not be allowed and that no claims "of any nature" would be entertained.

Carrier submits in view of the circumstances involved, Helper Ross' claim for travel and waiting time is not in order and should, therefore, be denied.

OPINION OF BOARD: Claimant was transferred to another gang when his maintainer went on vacation. The claim here is for traveling and waiting time as provided in Rule 22 of the L. & N.—B.R.S. of A. agreement, when Claimant traveled to and returned from, the assigned signal gang. The Carrier denied payment under the last sentence of the agreement of February 25, 1958, which reads:

"In instances where a signal maintainer and his helper select different vacation dates:

When the maintainer is off on vacation, the helper will be assigned to a gang or to another maintainer who is without a helper.

When the helper is off on vacation and the maintainer is on the job, a helper from a gang or from another maintainer, will be assigned to the maintainer whose helper is off on vacation.

This understanding is applicable only in connection with the assigning of vacations on the Evansville Division for the year 1958, and shall not be construed or considered an interpretation of either the signalmen's general agreement or the Vacation Agreement of December 17, 1941.

It is further understood that no claims of any nature in connection with this understanding will be entertained."

The agreement of February 25, 1958 concerned itself with work assignment of maintainers and helpers during vacation periods, and as to these matters the prohibition against claims was applicable. However the agreement does not contain a prohibition against claims in regard to matters not covered by the agreement. Here the claim is for travel time, and the claim should be sustained.

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 Employee involved in this dispute are respectively Carrier and Employee 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 23rd day of April 1964.