



Award No. 15610
Docket No. SG-15090

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO AND NORTH WESTERN RAILWAY COMPANY**

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

J. C. Jacobson, Leading Signalman; R. W. Hill, Signalman, and J. J. Hofbauer, Signalman, Camp Crew No. 1, Northwestern Seniority District, be compensated two (2) hours at one-half their respective regular hourly rate of pay for service performed off their assigned territory on September 10, 1963 (this in addition to pay already received for such work). [Carrier's File: 79-9-35]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose as a result of the Carrier's action of requiring signal employees to perform work off their seniority district. Under Rule 35(a) of the Signalmen's Agreement, seniority rights of employees are confined to one seniority district. There are five seniority districts, with the two involved herein being the Northern, under the Communications and Signal Supervisor at Milwaukee, and the Northwestern, under the Supervisor at Madison.

Claimants Jacobson, Hill and Hofbauer hold seniority rights on the Northwestern district. On September 10, 1963, Carrier required them to go off their district to Milwaukee to pick up material. As Milwaukee is off their seniority district, they submitted overtime slips for two (2) hours each at half-time rate of pay, on the basis they were entitled to such pay under Rule 20(a) of the Signalmen's Agreement.

The Supervisor advised claimants their claim was disallowed, so they referred the matter to the Organization's Local Chairman, who presented a claim to the Supervisor on September 22, 1963. The claim was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. The correspondence that constitutes the handling of this dispute on the property is attached hereto as Brotherhood's Exhibit Nos. 1, 2, 3, 4, 5, 6 and 7. Not shown are letters involving the setting up of a conference.

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

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On the dates involved in the claim, claimants were regularly assigned to Camp Crew No. 1 with camp car located at Waukesha, Wisconsin. At the time the crew was engaged in an AFE job. For the information of this Board an AFE job is one involving capital improvements, financed in whole or in part from the capital account as distinguished from being charged to operating expenses. During the course of performing this work it became necessary to secure additional signal apparatus to complete the job on which they were working, and claimants took the company truck from Waukesha to Milwaukee to pick up this material, then returned to Waukesha with the material which was subsequently used in the performance of the AFE work.

Claimants were compensated at their regular hourly rate during the time spent traveling to and from Milwaukee, which was within their regular hours of assignment.

Claim has been presented in this case for an additional two hours at one-half the respective hourly rate for the trip Waukesha to Milwaukee and return. Claim has been denied.

OPINION OF BOARD: Claimants' here were assigned to Camp Crew No. 1 at Waukesha, Wisconsin.

During the course of their work it became necessary to secure additional signal apparatus to complete the job on which they were working, and Claimants' took the company truck from Waukesha to Milwaukee to pick up this material, then returned to Waukesha with the material which was subsequently used in the performance of their work.

While performing this service, Claimants were compensated at their regular hourly rate during the time spent traveling to and from Milwaukee, which was within their regular assignment.

Claimants' here seek payment of two hours at one-half their respective rate for service off their assigned territory on the date in question for a period of 2 hours. It is a fact that Milwaukee is off the seniority district of the Claimants.

Rule 20(a) provides:

"An employe assigned to a section, shop or plant will not be required to perform work outside such section, shop or plant covered by his assignment, . . . and when so employed will be allowed additional compensation on basis of one-half regular hourly pay."

The record here shows Carrier paid a similar claim involving Camp Crew No. 1 in 1959.

The Claim will 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 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 7th day of June, 1967.