Award No. 16278
Docket No. SG-16801

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arnold Zack, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

> On behalf of Signalman George J. Robinson for eight (8) hours at Leader's rate of pay for July 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, August 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26 and 27, 1965. This claim at Leader's rate of pay, which is $2.9888 per hour, is to be paid him in addition to what he has already been paid on these dates account being taken off his assignment on Gang No. 1 and transferred to Limon, Colorado, without the benefit of any bulletin or any other requirement of the Agreement.
>
> [Carrier's File: L-130-349; General Chairman's File: AV-356]

EMPLOYES' STATEMENT OF FACTS: This dispute arose because Carrier unilaterally required a regularly assigned employe, Claimant George J. Robinson, to suspend work on his Signalman position in a gang in order to perform work away from the gang on a signal maintenance territory. Our basic contention is that Carrier may not take a gang man away from the gang and work him elsewhere as in the instant case; i.e., we contend the gang should remain a gang all the time.

Under date of April 20, 1965, on Bulletin No. 8, Carrier advertised a permanent Signalman position on Gang No. 1, headquartered in camp cars then located at Joliet, Illinois. Claimant Robinson was assigned to that position by Assignment Bulletin dated May 5, 1965.

For the period involved herein, Carrier unilaterally required Claimant Robinson to suspend work on his gang position in order to perform work on the Limon, Colorado, signal maintenance territory. During this period, Gang No. 1 was under the direction of Foreman Storck and was located at Muscatine, Iowa. According to Carrier's timetables, the distance from Muscatine to Limon is approximately 850 miles. Robinson was the only member of the gang sent to Limon.

3. Attached as Carrier's Exhibit A is copy of a letter of understanding between Carrier and the Organization dated December 14, 1961, indicating, under Rules 22 and 23, that Carrier may use "a gang man or men away from gang headquarters in the performance of signalmen's work" and the payment of a ½ time additional allowance (as paid signal maintainers when used off their assigned territories) would not be due such employes.

4. During July and August, 1965, claimant George J. Robinson was assigned by bulletin as a Signalman on Gang No. 1 with headquarters in camp cars assigned to that gang. Gang No. 1 was assigned by bulletin, as provided in Rule 81(d) of the Signalmen's Agreement, to perform work on Carrier's Northern Zone (north and east of the Missouri River) and during July and August, 1965, Gang No. 1 was working at Muscatine, Iowa.

5. On the dates involved in this dispute claimant was worked away from Gang No. 1. He was used at Limon, Colorado, to follow a rail welder who was doing some rail end build-up in that area. Although a signal maintainer was also assigned to the territory at Limon, Colorado, he could not and was not used for this work due to the requirements of his regular maintenance duties and the size of his territory. Claimant did **not** supervise, work with, or otherwise assist the regular signal maintainer assigned to the Limon, Colorado, territory.

6. Claimant was paid at straight time rate for the service he performed on the dates of this claim as well as for expenses he incurred account being used away from his headquarters.

7. General Chairman R. A. Watkins filed the instant claim in claimant's behalf claiming an additional payment of 8 hours at time and one-half rate at Leader's rate of pay account claimant being used away from Gang No. 1 on the 30 dates shown in the Employes' Statement of Claim.

8. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim, as it is anticipated the Employes will produce such correspondence as a part of their submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Employes' reproduction of such correspondence.

(Exhibits not reproduced.)

OPINION OF BOARD: Signalman George J. Robinson was assigned to work at a location 850 miles away from his gang for approximately six weeks in July and August, 1965. The Brotherhood filed the instant claim contending that Rules 2, 3, 4 and 20 require the Signalmen to work as one gang at all times, and that they must be moved as one unit. It asserts further that this assignment away from the regular work site was a violation of Rule 14.

The Carrier denies liability on the theory that Robinson was being used within his assigned territory, and that there is nothing in the Agreement which requires movement of the entire gang when work for one member arises at a different location in the assigned territory.

We find nothing in the parties' agreement which supports the Brotherhood's claim that all members of the gang must always be together. Indeed, the parties obviously contemplate that some members of the gang will be separated by providing in Rule 23 that those away from headquarters will be reimbursed for their actual expenses, if they are unable to return the same day. We concur with the findings of Referee Engelstein in Award 16092:

> "Rule 40 [similar to Rule 23 before us now] recognizes the right of Carrier to send a permanently assigned employe away from his station to work elsewhere provided he is reimbursed for the expenses incurred."

Since this work was properly assigned to Robinson, there was no suspension of working hours to absorb overtime, and, accordingly, no violation of Rule 14.

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;

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

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1968.

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