



Award No. 16358
Docket No. TE-15452

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

MISSOURI PACIFIC RAILROAD COMPANY
(Gulf District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific (Gulf District), that:

1. The Carrier violated the Linemen's Agreement when, on the 24th day of November, 1963, it caused, allowed or permitted linemen and assistant linemen to use their rest day, Sunday, to meet at Houston and travel by gang truck under supervision of Construction and Maintenance Foreman B. F. Daniels, to Crystal City, Texas, without being allowed proper compensation.

2. The Carrier shall compensate linemen W. P. Jones, H. H. Bowman, F. Grzechowiak, T. Kuta; assistant linemen J. F. Bourgeois and G. W. Fry, for difference between eight (8) hours at time and one-half rate and the amount they were paid.

EMPLOYEES' STATEMENT OF FACTS: On Sunday, November 24, 1963, the Line Gang was instructed to meet in Houston, Texas, and travel from Houston, Texas, to Crystal City, Texas, by truck. Foreman Daniels and the truck driver were paid eight hours at the time and one-half rate of pay, but the Carrier declined to pay the linemen at the time and one-half rate and paid them eight hours at the pro rata rate. Claim was made in behalf of the linemen who were required to perform this service during their regular assigned hours on Sunday, one of their assigned rest days. Claim was appealed to the highest officer designated to handle claims, and declined by him. Claim is now properly before your Board for final adjudication.

CARRIER'S STATEMENT OF FACTS:

1. This dispute involves the application of an Agreement effective April 1, 1946, between the Carrier and the Linemen thereon (Gulf District) represented by The Order of Railroad Telegraphers, copies of which are on file with your Board, and is by reference made a part of Carrier's submission.

OPINION OF BOARD: The claim herein is in behalf of certain members of a line gang in connection with traveling from Houston, Texas, to Crystal City, Texas, on Sunday, November 24, 1963.

On the date involved the gang was transported by truck from Houston to Crystal City, during the hours of their regular weekday assignment. The driver of the truck and the foreman were compensated for eight hours at the time and one-half rate, on the basis that they had performed duties. The remainder of the gang were allowed eight hours at straight time rate of pay as travel time. The claim is for the difference between straight time rate and time and one-half rate.

Rule 8, paragraphs (f) and (g) of the applicable Agreement, reads:

"(f) Hourly rated employees who do not return to home station on the same day when not in camp cars and traveling by directions of the Management will be allowed actual time at pro rata rate for traveling or waiting during regular working hours. Hourly rated employees while away from home station by direction of proper authority will be allowed actual expenses, but no travel or waiting time while away from home station between the end of the regular hours of one day and the beginning of the regular hours on the following day.

(g) Employees regularly assigned to camp cars and traveling by direction of the Management in such cars, will be allowed actual time at straight time rate for traveling or waiting during the regular working hours and for Sundays and holidays during hours established for work period on other days. When traveling in camp cars between the end of the regular hours of one (1) day and the beginning of the regular hours of the following day, the only time allowed will be for actual time traveling after 10:00 P. M. and before 6:00 A. M. and at half time rate."

The Petitioner relies on the Service on Rest Days rule of the Agreement and cites Award 12145 of this Division as supporting its position.

The Carrier contends that paragraph (g) of Rule 8 is a specific rule providing for pay at straight time rate for employees traveling on Sundays during the hours of their regular weekday assignment.

It is a general rule of contract construction that special rules prevail over general rules, and we agree with the contention of the Carrier that paragraph (g) of Rule 8 is the specific rule applicable here. The Claimants were paid in accordance with that rule. See Awards 5942, 6651, and 8457. The fact that the Claimants were transported by truck from one work location to another rather than in camp cars does not, in our opinion, warrant pay beyond that specified in Rule 8 (g), which is the only rule in the Agreement providing for travel time. A review of the correspondence covering the handling of the dispute on the property does not reveal that the Organization attempted to make any distinction between traveling in camp cars and traveling on a truck.

Award 12145, relied upon by the Petitioner, is clearly distinguishable. In that case the Claimant, a signal foreman, drove a Carrier-owned truck with

trailer attached from Newport, Tennessee, to Danville, Virginia, on Sunday, August 10, 1958. In the present case the driver of the truck was paid at time and one-half rate.

The claim will be denied.

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 not violated by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1968.