



Award Number 17768

Docket Number SG-18070

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert C. McCandless, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, ROCK ISLAND AND 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:

- (a) On behalf of Relief Signal Maintainer C. W. Peet, whose headquarters are UD Interlocking Tower at Joliet, Illinois, for a total of eleven (11) hours' pro rata pay, provided for in the March 11, 1966 Memorandum of Agreement, the Agreement of December 14, 1961, and Rules 22 and 23, account for five and nine-twelfths (5-9/12) hours on January 4, 1968, and for five and three-twelfths (5-3/12) hours on January 11, 1968 he was required to work off his assigned territory, at Mile Posts 33 and 22, respectively.
- (b) On behalf of Relief Signal Maintainer C. W. Peet, for reimbursement of expenses in the amount of \$1.75, as provided for in Rule 62, account on January 5, 1968, when away from headquarters and working at the E. J. & E. Tower he purchased his lunch. [Carrier's File: L-130-427]

EMPLOYEES' STATEMENT OF FACTS: Under a Memorandum of Agreement dated March 11, 1966, Carrier established two positions of relief Signal Maintainer to provide a combination of vacation and other relief of Signal Maintainers on the Illinois Division. One of these positions is headquartered at UD Tower, Joliet, Illinois, to normally provide relief service for maintenance positions from Joliet to Davenport, Iowa, with the other headquartered at Blue Island, Illinois, to normally provide relief service from 25th Street, Chicago, to Mokena, Illinois.

At the time this dispute arose, Claimant C. W. Peet was the relief Signal Maintainer at UD Tower, Joliet. On January 4 and 11, 1968, he worked a total of eleven (11) hours off his assigned territory, so he submitted claim (Form G-87) for that time, to be paid in addition to his regular pay for those days.

On January 5, 1968, Mr. Peet was working at the E. J. & E. Tower at Joliet. As he did not return to UD Tower for lunch, he claimed \$1.75 reimbursement for the cost of lunch that day.

After Carrier denied the claim for eleven hours' pay and \$1.75 noon meal reimbursement, which Claimant claimed on his own behalf, the Brother-

"RULE 23. PAY WHEN NOT RETURNING TO HEADQUARTERS DAILY:

Hourly rated employees performing service which requires them to leave their headquarters and who do not return to headquarters the same day, will be compensated as follows:

All hours worked will be paid for—straight time rate for straight time hours and overtime rate for overtime hours.

Straight time rate will be paid for all time traveling or waiting during the regular working hours.

Straight time rate will be paid for all time traveling or waiting outside of the regular working hours, provided, however, that while traveling on trains having sleeping car accommodations which are available to the employees, and which it is permissible for them to use at the company's expense, no time will be allowed between the hours of 10:00 P.M. and 6:00 A.M., if such accommodations are available to them for five (5) or more continuous hours during that period.

When hotel accommodations are available at point to which sent, no time will be allowed other than that consumed in traveling on trains, waiting for trains, or time actually worked, between the end of the regular working hours of one day and the beginning of the regular hours of the following day.

The term 'traveling or waiting' as herein used means traveling on trains or waiting for trains while en route. Traveling on track motor cars including delays while en route will be paid for as if actually working. Traveling in company owned trucks or company owned automobiles will be paid for as if actually working.

Actual necessary expenses will be allowed all employees covered by this rule while away from headquarters."

7. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim as it is anticipated the Employees 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 Employee's reproduction of such correspondence.

8. The grievance procedures followed and progression in the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

(Exhibits Not Reproduced)

OPINION OF BOARD: The parties to the instant claim are identical, including the Claimant, to those who have been before this Board recently with similar fact situations, but with the dates making the only major differences.

The present claim is in two parts. In part (1) of the claim for additional half-time pay, Referee Devine in Award 17267 and Referee Dugan in Award 17695 sustained the claims. Finding neither award in error, we cite

the awards with favor and sustain this claim as for additional half-time pay.

In part (2) of the instant claim for expenses, Referee Yagoda in Award 17551 denied the claim. And finding this award sound and lacking in error, we cite it with favor and deny the claim as for expenses.

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 not violated as to that part of the claim for expenses, but that it was violated as to that part of the claim for additional half-time pay, in accordance with the Opinion.

A W A R D

Part (1) of claim sustained as to half-time pay.

Part (2) of claim denied as to expenses.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of March 1970.