

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **19991**  
Docket Number SG-1978

Burl E. Hays, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(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:

(a) The Carrier violated the current Signalmen's Agreement, in particular Rule 9A and Rule 18, when it ordered Mr. T. R. Hobbs, Signal Maintainer at South Pekin, Illinois, to remain away from headquarters overnight on November 10 and 11, 1970, while working on AFE 1181600.

(b) The Carrier now compensate Mr. Hobbs 26 hours at his overtime rate (rate and one-half) for the amount of time that Mr. Hobbs was not permitted to return to his bulletin headquarters. /Carrier's File: 79-1-33/

OPINION OF BOARD: Claimant T. R. Hobbs, a regularly assigned hourly-rated Signal Maintainer with headquarters at South Pekin, Illinois, was instructed by Carrier's Supervisor to perform services near **Benld**, Illinois, which was in his assigned working territory but some distance from South Pekin.

Claimant performed this work on November 10 and 11, 1970, and is seeking pay for 13 additional hours for each of these days, contending that he was not relieved from duty and permitted to return to South Pekin, his headquarters. He relies on the provisions of Rule 9 (a) and Rule 18 of the Agreement, effective June 1, 1951.

The Carrier contends the work assignment in this case is covered by Rule 19. We are inclined to agree with this position. Rule 19 covers **hourly-rated employees** assigned to road work requiring traveling, who may or may not return to headquarters each day. It does not provide for payment of continuous time on days an employee remains away from his headquarters overnight. The work in question was not emergency work and was not on a part of the railroad other than Claimant's assigned territory. We fail to see where there is any basis for this claim.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of October **1973**.