

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DMSION

Award Number 20274
Docket Number SC-19838

Dana E. Eischen, 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 that:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 64, when, on February 2, 1971, Employees of Signal Gang No. 3, namely--H. D. Campbell, R. E. Scieszinski, R. W. Sims, and T. H. Archibald were disciplined by not being permitted to work their regular assignment without a proper investigation; and, again, on February 25, 1971, when the named Employees, except R. W. Sims, were not permitted to work their regular assignment.

(b) Carrier should pay each employee named in part (a) above for time equal to one day's pay at pro rata rate for each date--February 2 and February 25, 1971--not permitted to work. In addition, Carrier should pay each named claimant \$3.00 meal allowance plus \$7.35 Lodging expenses for each said date not permitted to work. [Carrier's File: L-130-470]

OPINION OF BOARD: The claimants in the instant case, all members of Carrier's Signal Gang No. 3, worked regularly assigned hours of 7:00 a.m. to 3:00 p.m. with a work point at the Mokena, Illinois Depot.

On February 2, 1971 claimants Campbell, Scieszinski, Sims and Archibald reported some two hours late for their assignment. The record indicates that no effort was made to advise the gang foremen that they would be late reporting. Upon arrival at the job site, claimants asserted that they had been unable to start their automobiles. The foreman thereupon advised claimants that because of their tardiness he had reprogrammed the day's work and that their services were not required nor would they be paid for the day.

On February 25, 1971 three of the four claimants, excepting R. W. Sims, reported for work some fifteen minutes late. The record indicates that they were seen arriving by the gang foreman who nonetheless refused to stop the work truck and pick them up. The three claimants were informed at Mokena Depot of the foreman's destination. They unsuccessfully attempted to intercept him and eventually caught up with him again at Mokena Depot. Upon confronting him the three

claimants were informed that due to tardiness they would not be used nor paid for the day.

The foregoing **facts** essentially are not in dispute. Based thereon, the employees have filed claims for pro rata pay, **meal** allowances and lodging on the ground that the claimants were disciplined without investigation. Carrier maintains, **however**, that the **employees** were not disciplined for lateness but rather lost work because of their own failure to appear or notify the foreman.

We are guided in this matter by principles developed in Award No. 7210 and more fully enunciated in our recent Award 20153. In this light we must inquire whether the claimants were refused work as punishment for late reporting or whether their late reporting had necessitated a rescheduling of the work day which in **turn** rendered **it** impracticable or impossible to use them when they did appear for work.

A close reading of the record in the instant case compels a conclusion that on February 2, 1971 the two hour lateness without notice necessitated rescheduling of the work on the reasonable assumption that claimants would be absent for the day. Accordingly the claim as to February 2, 1971 must be denied.

As for February 25, 1971 we find on the record a fifteen minute lateness, and an uncontroverted refusal by the foreman **to** pick up the men as he drove away in the work truck. In these circumstances we are unable to find support in the record for the contention that work rescheduling rendered use **of** the employees impracticable or impossible. Rather, the evidence supports the inference that they were punished for another late appearance by refusing to use or pay them. Accordingly, the claim for February 25, 1971 will be sustained but the relief granted the three claimants will be limited to pro rata pay from the **time** they actually arrived at the work point on February 25, 1971. In addition each **of** the three claimants should be paid the \$3.00 meal allowance plus \$7.35 lodging expense for February 25, 1971.

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;

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

That the Agreement was violated to the extent indicated **in** the Opinion.

A W A R D

Claim sustained to the extent and in the **manner** set forth **in** the minion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By **Order** of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1974.