

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21072
Docket Number SG-21115

Frederick R. **Blackwell**, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claim of the System General **Committee** of the Brotherhood of Railroad **Signalmen** on the Chicago and North Western Transportation Company:

(a) On October 16, 1973, the Carrier violated the current **Signalmen's** Agreement, particularly the December 23, 1969 **Memorandum**, when **Signal** Supervisor A.F. **Cherveny** denied **travel** time to **Gang Foreman** D. C. Stuckey traveling from one work point to another.

(b) The Carrier now be required to compensate him for this time under provisions of the above Memorandum.

[Carrier's file: 79-3-122]

OPINION OF BOARD: On Friday, October 5, 1973, the Claimant **Signal** Foreman **was** working with **Signal** Crew No.2 at Sergeant Bluff, Iowa. After Crew No. 2 finished its work at Sergeant Bluff on Friday **morning**, the Signal Supervisor instructed the crew members to travel from Sergeant Bluff to Boone, the crew's headquarters, during regularly assigned hours on Friday, and to travel from Boone to **Lowden**, Iowa, the crew's next work point, during regularly assigned hours on Monday, October 8, 1973. The Claimant **made** the first leg of the travel itinerary during regularly **assigned** hours, traveling from Sergeant Bluff to Boone on **Friday**, October 8. He **was** then absent from work due to illness for a week, October 8 through 12, and returned to work on Monday, October 15, 1973. He traveled from Boone to **Lowden** outside of regularly assigned hours on Monday, October 15, but he made no **communication** with the Signal Supervisor or **any** other official before making the trip. The Claimant submitted a claim for travel expense for the Boone to **Lowden** trip, which claim has been denied.

The **Employees** submit that the claim is supported by the parties' memorandum agreement of December 23, 1969, which, in pertinent part, reads as follows:

"C. Travel from one work point to another.

1. Time spent in traveling **from** one work point to another outside of regularly assigned hours or on a rest day or holiday **shall** be paid for at the straight time rate."

The foregoing **text** is not applicable to the instant facts, because the Claimant, himself, made the decision to travel outside regularly assigned hours. The **subject** text simply does not **confer**, either expressly or implicitly, such decision-making authority on the **employees**. The only **communication** between the **Signal Supervisor** and the **Claimant** on the subject of travel was a directive for the Claimant, as well as the entire crew, to travel from Boone to **Lowden** during regularly assigned hours. This directive **was** issued on Friday, October 5, and the Claimant **was** not justified in acting at variance with the directive merely because he was absent from work for a week. If **the Claimant** had any notion that there **was** a reason for him to travel by a method contra to the method prescribed by the Supervisor's directive, he **was** obliged to present his reason to the Supervisor or other authority so that supervision could decide the matter. His failure to submit the matter to supervision, **and** to obtain authority to travel outside of regularly assigned hours, gives his October 15, 1973 travel the character of a voluntary, unauthorized **act**. Such voluntary acts, according to numerous prior authorities, do not support a claim of the kind presented here. Awards Nos. 12907, 17172, 17702, **and** 19839. 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.

A W A R D

Claim denied.

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

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, **this** 19th day of **May** 1976.