

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 22848

Docket Number SG-22533

Kay **McMurray**, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claims of the General **Committee** of the Brotherhood of
Railroad Signalmen on the Union Pacific Railroad Company:

Claim No. 1: (Carrier's file: 013-220-13)

Claim on behalf of the following signal gang **employees** for additional compensation, and the difference between the expense payment actually allowed each claimant and the **allowable** auto mileage, when their outfit cars were moved from **Provo**, Utah, to **Boardman**, Oregon, April 7 - 12, 1977:

C. G. Barnes, K. **Wimmer**, D. Barnes, F. Kelsey and
R. D. Hardy: 8 hours each for each day April 7, 8,
and 9; 6 hours April 10; 2 hours April 12 -- 1977.

G. L. Potter and G. H. Hales: **8** hours each for
April 10, 1977.

Claim No. 2: (Carrier's file: 013-220-13)

Claim on behalf of the following signal gang employees for additional compensation and expenses for the period their outfit cars **were moved** from **Kennewick**, Washington, to Caliente, Nevada, May 26 - June 2, 1977:

D. R. Hardy, F. Kelsey, C. G. Barnes: 8 hours each for
each day May 28 & 29, plus per diem for those **two** days.

Bruce Brown: 8 hours for May 28 & 29, per diem ~~for~~ **for those**
2 days, plus 1100 miles at current rate per mile.

G. H. Hales, G. L. Potter: **8 hours** each for May 29, and
per diem for May 28 & 29.

In addition, the members of this gang drove their automobiles from **Kennewick** to Caliente and should be compensated for auto mileage as provided for in Section 11 of the Memorandum of Agreement dated November 8, 1972, less air fare from origin of flight to **destination** which the **carrier** paid."

OPINION OF BOARD: We have thoroughly reviewed the evidence developed by both parties, and the arguments developed in connection therewith, and are unable to conclusively determine whether a violation of any of the agreements occurred. While, it appears the Claimants herein have been compensated for travel time, and expenses, in conformance with existing agreement **provisions, we** can see a possibility that in certain situations, certain of the Claimants may be entitled to additional compensation under agreement provisions.

Under the facts and circumstances of this case, we are remanding this case to the parties to again review the evidence and the agreements to determine what, if any, additional compensation may **be** due any of the **Claimants**. If the parties are unable to do so within ninety (90) days **from** the date of this award, they will so advise this Board, and we will **make** an award based on the record before us.

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 claim should be remanded.

A W A R D

Claim remanded.

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

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 16th day of May 1980.