

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

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

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company, formerly the Missouri Pacific:

Case No. 1

Claim on behalf of Signal Maintainer L. G. Howser, Gang No. 4536, headquartered at Utica, Kansas, for payment of 5 hours of Class 51 and 6.5 hours of Class 12 pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 7(h), when on October 10, 1988, when it required him to perform work outside of the limits of his assigned territory. Carrier file 880662. BRS file Case No. 7814 UP(MP).

Case No. 2

Claim on behalf of Signal Maintenance Foreman K. D. Miller, Gang 4535, headquartered at Hoisington, Kansas, for payment of 5 hours of Class 51 and 5.5 hours of Class 12 pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 7 (h), when it required him to perform work outside the limits of his assigned territory on October 10, 1988. Carrier file 880678. BRS file Case No. 7814 UP(MP)."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute involves one incident, two claims, and a common frame of reference. Both employees are monthly rated, one a Signal Maintainer and the other a Signal Maintenance Foreman. Both Claimants were instructed on October 10, 1988, to travel to a location off their assigned territory to pick up a new truck for their use. The request for additional compensation for working outside their assigned territory was disallowed, triggering this dispute. Rules 7 (h) and 18 are relied on by the Organization, and they provide as follows:

"RULE 7

(h) Monthly rated employees assigned to the maintenance of a territory who are required by the Carrier to perform work outside the limits of their assigned territories during their regularly assigned hours, will be additionally compensated therefor on the minute basis at one-half the straight time hourly rate applicable to such monthly rated employees, with a minimum of three hours from the time notified until they return to their work location during their tour of duty, of headquarters point after end of tour of duty; time after end of tour of duty to be compensated for at the time and one-half rate on the minute basis. When called outside their regularly assigned hours, the call rule will apply. However, the provisions of this paragraph (h) shall not be applicable where compensation in addition to the monthly rate is payable under paragraph (b) of Rule 26."

"RULE 18 - SERVICE INVOLVING TRAVEL

(a) Hourly rated employees performing service requiring them to leave and return to headquarters daily will be paid continuous time, exclusive of meal period, from time reporting for duty until released at headquarters. Straight-time rate during assigned working hours and overtime rate for hours in excess thereof. Straight-time for all time traveling or waiting, except that riding on or operating motor cars or over-the-highway motor vehicles shall be considered work as referred to in this agreement."

The Organization asserts that there is no question but that the activity of picking up the truck constituted work outside the assigned territory of Claimants and that Carrier instructed them to perform the task. It is concluded that under the provisions of Rule 7(h) all the requirements have been met and the Claimants are entitled to the additional pay which they requested.

In essence, Carrier's position is that the employees were involved in performing work incidental to their assignment and are not entitled to additional compensation. Carrier argues that Rule 7(h) does not entitle these monthly-rated employees additional compensation for this incidental work.


The Board agrees with Carrier's position. The record indicates that when Signal Maintainers are required to attend safety or other Carrier meetings off their assigned territory, they are not paid overtime under Rule 7(h). Furthermore, if the Organization were to prevail (as Carrier notes), employees similarly situated as Claimants herein, would be entitled to overtime for going off their territory to fill their truck at a gas station or when required to pick up tools at Carrier's stores department. The Board views the activity herein involved as incidental to the assignment and not warranting overtime payment.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dove - Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1992.