

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36844
Docket No. SG-36496
04-3-00-3-725**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company (former Chicago &
(Northwestern Transportation Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen n the Union Pacific Railroad (C&NW):

Claim on behalf of J. H. Spiegel for payment of One (1) hour and Thirty (30) minutes at the time and one-half rate. Account Carrier violated the current Signalmen’s Agreement, particularly Rules 58 and 14, when on August 5, 1999, it required the Claimant to travel from a training facility in St. Paul, Minnesota to his headquarters in Fort Dodge, Iowa and then refused to compensate him for doing so. Carrier’s File No. 1211856. General Chairman’s File No. N14, 58-009. BRS File Case No. 11430-C&NW.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Claimant was instructed to drive a company vehicle from his headquarters at Fort Dodge, Iowa, in order to attend a training class in St. Paul, Minnesota. He did so, driving for a total of one and one-half hours and attending the class for an additional eight hours. He was paid at the straight time rate for all hours.

Relying on Rule 58 – COMPANY VEHICLES and Rule 14 - OVERTIME, the Organization contends that the Claimant should have been paid at the overtime rate for the time spent traveling. More specifically, because Rule 58 provides that “Operating . . . (Carrier) trucks, highway vehicles, etc. in connection with employee’s assignment is work . . .” and because Rule 14 requires that “(t)ime worked either prior to or following and continuous with a regular eight-hour period shall be . . . paid for at time and one half . . .” the Claimant worked within the meaning of Rule 58 and should be paid in accordance with Rule 14, the Organization argues.

However, the Organization fails to consider another applicable provision, Rule 11 – EXAMINATIONS OR RE-EXAMINATIONS, that provides that any employee who is required to attend instructional classes and who “is required to travel outside of working hours, such time, including time traveling . . . will be paid for at straight time.” As this is a specific Rule that applies to the situation presented, it governs over the general Rules defining work and payment therefore. Thus, straight time pay was the proper rate and the claim must fail.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 28th day of January 2004.