

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 41820  
Docket No. SG-42027  
14-3-NRAB-00003-120396

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of A. L. Pennington, A. R. Cerda and E. Nunez, for 20 hours each at the overtime rate of pay, and for one day off with pay at the straight-time rate each, account Carrier violated the Agreement, particularly Rules 10, 13, 26, and 65, when it deprived the Claimants of their guaranteed rest period and then failed to properly compensate them for the work they performed on their rest days. Carrier's File No. 1555144. General Chairman's File No. UPGCW-13-1746. BRS File Case No. 14663-UP”

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 Claimants were assigned to Zone Gang No. 5682 in Zone 3 (covering California, Arizona and New Mexico) with a schedule of eight straight ten-hour days with six days off. Pursuant to Rule 26, four of the six days off are required to be consecutive:

“Note: As an example, if a zone gang is working eight on and six off and the Carrier works them for fourteen (14) days straight, they will have the first four (4) days of their work week off and paid at straight time (according to the work schedule) and then they complete their work period by working four (4) days then having their six (6) days off.” (Emphasis added):

Monday, May 30, 2011 was a holiday (Memorial Day). The Claimants worked on that holiday and observed the holiday on Tuesday May 31, 2011. The Claimants were also off on June 1, 2 and 3, 2011. The Claimants next performed service commencing June 4, 2011.

The Organization asserts that the Claimants were required to work commencing June 4, 2011 without having the benefit of four consecutive rest days as required by Rule 26. The Carrier contends that because the Claimants did not perform service on May 31, June 1, 2, and 3, 2011, they received their guaranteed four consecutive days off.

May 31, 2011 was the Claimants’ observed Memorial Day holiday – it was not one of their rest days. When the Claimants were required to perform service commencing June 4, 2011, they had not yet received four consecutive days off as required by Rule 26 – they only had three consecutive days off (June 1, 2, and 3, 2011). This part of the claim is sustained and the Claimants shall be made whole for having to work on a rest day.

The next violation alleged in the claim occurred on June 6, 2011, with the Organization asserting that the Claimants were entitled to ten hours’ pay at the overtime rate for moving two Carrier vehicles on an assigned rest day.

**RULE 13 - ROAD SERVICE** reads, in relevant part, as follows:

**“A. . . . Straight time will be allowed for all straight time work; overtime for all overtime work and straight time for all traveling or waiting. Employees riding on or operating track motor cars or trucks or required to be responsible for Company tools and/or materials while traveling will be considered as performing work as referred to in these rules and will be compensated accordingly.**

\* \* \*

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

There is no evidence in the case record to rebut the Carrier’s assertion that the Claimants were traveling as opposed to going from a lodging facility to a work location and performing their job duties. For this case, under Rule 13(C), travel time is paid at the straight time rate (“Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday will be paid for at the straight time rate.”). The fact that the Claimants may have been “. . . riding on or operating track motor cars or trucks or required to be responsible for Company tools and/or materials while traveling will be considered as performing work as referred to in these rules . . .” under Rule 13(A) does not entitle the Claimants to the overtime compensation sought. As provided in Rule 13(A), such “work . . . will be compensated accordingly.” Absent more in the record, the Board finds that the Claimants were traveling, which, under Rule 13 is “compensated accordingly” and, under Rule 13(C), paid at the straight time rate – even if “on a rest day.” This part of the claim is therefore denied.

**AWARD**

**Claim sustained in accordance with the Findings.**

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**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

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

**Dated at Chicago, Illinois, this 20th day of March 2014.**