

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John W. Yeager, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of L. D. Adams, signal helper, Omaha Division, for expenses incurred totaling \$50.34 while required by the management to work on Kansas City Terminal Division, January 6, 1941, to February 5, 1941.

EMPLOYEES' STATEMENT OF FACTS: Mr. L. D. Adams, signal helper assigned to a crew on the Omaha Division on December 10, 1940, was sent from his headquarters with said crew on the Omaha Division to work as an assistant signalman on the Kansas City Terminal Division. The position on the Kansas City Terminal Division was not bulletined. Mr. Adams worked on the Kansas City Terminal Division from January 6, 1941 until February 5, 1941.

Mr. Adams was never assigned to perform regular road service. Mr. Adams was not assigned to the Kansas City Terminal Division as a result of the application of seniority rules. He did not apply for the position. While so assigned he did not acquire seniority in the higher class and the additional compensation resulting from the change in classification added but a few cents per day to his earnings.

POSITION OF EMPLOYEES: The management has said that Mr. Adams of the Omaha Division was assigned to fill the temporary vacancy created by the absence of Mr. Meredith of the Kansas City Terminal Division but the carrier ignores the fact that Mr. Meredith's position had established headquarters at Topping Avenue, Kansas City, Missouri, while Mr. Adams, the claimant, was assigned to headquarters at Minnesota Avenue, Kansas City, Kansas, a different point in a different city and in a different state.

Rule 3 (i), reading:

"An employee's time will begin and end at a designated point except employees covered by Rule 3-(p) and employees regularly assigned to perform road work under Rule 12-(b-1)."

indicates that all positions will have a definite headquarters point and that such headquarters points are established by bulletin.

As stated above, there were no bulletins in this instance and the movement of Mr. Adams from the Omaha Division to the Kansas City Terminal Division was strictly a unilateral action of the carrier and Mr. Adams was injured to the extent indicated in this claim as a result of such action.

Rules 3 (r-1), 3 (r-2) and 3 (r-3) are here quoted for ready reference:

"3 (r-1) Hourly rated employees sent from headquarters and held out overnight will be allowed actual time for traveling or waiting

To accede to the Employees' request would stretch the application of the rules to such an extent that employes in a minor class would not be afforded work opportunities in a higher class thus qualifying themselves for promotion except at an unreasonable expense to the Carrier, and this is a condition of employment that was not assumed by the Carrier in negotiations of the rules governing the working conditions of the employes as set forth in the wage schedule agreement dated September 1, 1939.

OPINION OF BOARD: L. D. Adams, signal helper, on the Omaha Division of the Missouri Pacific Railroad Company, the carrier here, having headquarters or home station with a work crew somewhere on the Omaha Division, was assigned to the temporary position of assistant signalman, a higher rated position than that of signal helper, to work on the Kansas City Terminal Division at Kansas City, Kans. The work of the temporary position began on January 6, 1941, and ended February 5, 1941.

It is the claim here that Adams was entitled to expenses incurred in the amount of \$50.34 while on this position, such position being away from his home station.

It is clear that he did leave his home station when he took the temporary position as assistant signalman at Kansas City, Kans. It is also clear that it was contemplated that the position was only temporary and would not cover a period of more than 30 days, and that Adams did not take it by any right of seniority.

The question for decision is as to whether or not Adams, under the circumstances, can be considered as having, for the period involved, been temporarily assigned away from his home station.

The question must be resolved in favor of the claimant. Rules 3(p), 3(r-3) and 3(u) together with the principles announced in Awards 706, 769, 935, 989 and 1674 must be considered controlling here, in view of the fact that no rule has been found in which different treatment is required, in so far as expenses are concerned, where the temporary assignment is to a higher or lower classification than the one from which assigned, and further it makes no difference that the assignment was made at the request of the employee.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employee involved in this dispute are respectively carrier and employee 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 has been sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois; this 28th day of May, 1942.