



Award No. 14315

Docket No. SG-12216

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

G. Dan Rambo, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement when it removed Signal Helper C. W. Vaughn, Jr., from his regular assignment at Hopkinsville, Kentucky, during the period of March 16, 1959, to April 3, 1959, inclusive, and required him to work in Signal Gang No. 17.

(b) The Carrier now be required to compensate Signal Helper C. W. Vaughn, Jr., for 27 hours and 5 minutes at Signal Helper's rate of pay for traveling and waiting time as follows: March 16, 1959, 4 hours and 15 minutes; March 20, 1959, 3 hours and 55 minutes; March 23, 1959, 4 hours and 10 minutes; March 27, 1959, 5 hours and 45 minutes; March 30, 1959, 4 hours and 30 minutes; April 3, 1959, 4 hours and 30 minutes; also auto mileage for use of his private automobile in commuting to and from his home and the Signal Gang, amounting to 660 miles at .08¢ per mile.

[Carrier's File: G357-18, G-265, G-357]

EMPLOYEES' STATEMENT OF FACTS: Signal Maintainer C. K. Keller and Signal Helper C. W. Vaughn, Jr. are the regular assignees to signal maintenance positions with assigned headquarters at Hopkinsville, Kentucky. Both employees secured their respective positions on bulletins by virtue of exercising their seniority rights for such positions.

Signal Maintainer Keller was entitled to three weeks' vacation and was assigned a vacation period from March 16, 1959, to April 3, 1959. During the time that Signal Maintainer Keller was on vacation, the Carrier removed Signal Helper Vaughn from his assigned Signal Helper position at Hopkinsville, Kentucky, and required him to report to work in Division Signal Gang No. 17. In view of the fact that Signal Helper Vaughn was improperly removed from his regular assigned Signal Helper position and required to work in Signal Gang No. 17 during the period of March 16 through April 3, 1959, a claim was filed with the proper officers of this Carrier and subsequently progressed up to and including the highest officer of this Carrier without reaching a satisfactory settlement. That claim which is presently before this Board for consideration and is identified as Brotherhood's File NRAB-

This case was discussed in conference in this office December 4, at which time you were informed of the fact that it has not been the practice in the past to pay travel time when a helper was temporarily assigned to a signal gang in order to give him employment during the absence of his maintainer on vacation.

Your attention was also called to the fact that Mr. Vaughn being temporarily transferred to the signal gang did not cause any increase in automobile mileage of 660 miles and that there was train service available which he could have used in going to and from his home and the signal gang.

This confirms declination made of the claim during conference.

Yours truly,

/s/ W. S. Scholl
Director of Personnel."

The agreement involved became effective February 16, 1949, and has been revised to October 1, 1950. Copies of the agreement are on file with the Third Division.

OPINION OF BOARD: For the period of time here involved Claimant Signal Helper was caused by the Carrier to suspend work on his regular assignment and work in Signal Gang No. 17. The Signal Maintainer under whom Claimant normally worked was absent, observing his vacation.

In order to join Signal Gang No. 17 Claimant elected to travel by private automobile from Hopkinsville, Kentucky, his normal place of assignment, to Ashley, Illinois, the location of Signal Gang No. 17 on that date. He performed compensated service with the Gang for three weeks, moving with them, and returned to Hopkinsville, Kentucky, on April 3, 1959, from Nashville, Illinois, the then location of the Gang. During the three week period he made two trips home over weekends. He here seeks time and mileage for all movement by him between Hopkinsville and the situs of the Gang, asserting that his removal from his regular assignment and his assignment to the Gang was in violation of the Agreement herein.

The issue of the temporary assignment of Claimant to Signal Gang No. 17 has been before this Board and has been disposed of in Award 14314, said award holding that the said temporary assignment of the Claimant herein did not violate the Agreement and the claim was denied.

Since the Carrier was within its rights in so temporarily assigning Claimant to Gang No. 17 for the subject period, any claim by Claimant for time and mileage expended in trips to and from home within the subject period are hereby disallowed. Such movement was at the option of Claimant and the Carrier derived no benefit therefrom.

Claimant did, however, report to Gang No. 17 and serve the subject period at the direction of and to the benefit of the Carrier. He was within his rights to be compensated for travel time to and from the temporary assignment.

Claimant has alleged and Carrier has not questioned that Claimant expended four hours and fifteen minutes as travel time on March 16, 1959, in

reporting to Gang No. 17; that Claimant expended four hours and thirty minutes as travel time on April 3, 1959, in returning to Hopkinsville.

It is held herewith that Claimant is entitled to pay at Signal Helper's rate of pay for eight hours and forty-five minutes travel time as set out above.

Claimant has alleged and Carrier has not questioned that Claimant traveled six hundred sixty (660) miles in making three round trips from Hopkinsville to the job; that the reasonable expenses of such travel was eight cents per mile. There was, however, available at no cost to Claimant rail transportation to and from the temporary assignment furnished by Carrier. Claimant's decision to travel by other means was his own and any expense thereby incurred must likewise be his own.

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 is sustained in part and denied in part.

AWARD

The claim is sustained in part and denied in part.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of April 1966.