



Award No. 17253

Docket No. SG-17786

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) On behalf of Signal Foreman N. W. Nye for ten and one-half (10 1/2) hours' pay at the punitive rate, \$4.8804 per hour—a total of \$51.24, as well as \$1.45 for lunch and \$2.06 for supper, account on Sunday, March 5, 1967, he was required to perform work on his rest day. Such work involved his driving Company Truck No. 670117 from El Reno, Oklahoma, to Brinkley, Arkansas.

(b) On behalf of Signalman Roger C. Wagner for ten and one-half (10 1/2) hours' pay at the punitive rate, \$4.7703 per hour—a total of \$50.09, account Carrier's assignment of this work was in violation of Rule 2, 18, and 23 insofar as driving the truck is not a part of the Foreman's duties and he was not the senior employe in the group of employes comprising Gang No. 2. (Carrier's File: L-130-399.)

EMPLOYEES' STATEMENT OF FACTS: On Sunday, March 5, 1967, Claimant N. W. Nye Foreman of Signal Gang No. 2, spent 10 1/2 hours driving a company Gang truck from El Reno to Brinkley, Arkansas. Sunday was the Claimant's rest day.

The Rules of the Signalmen's Agreement relied on by the Brotherhood are quoted below for easy reference:

Rule 2 (b) "FOREMAN: An employee who is assigned to the duties of supervising the work of a gang of other employees shall be classified as a foreman."

Rule 23: "*** Traveling in company owned trucks or company owned automobiles will be paid for as if actually working."

Rule 62: "*** Employees will be paid actual necessary expenses when away from headquarters."

"Monthly rated employees will have Sunday as assigned rest day. For service performed on assigned rest day, rules applicable to other employees of the same class shall apply as provided in Rules 17 & 18.

highest officer of the Carrier designated to handle such disputes, without obtaining a satisfactory settlement.

Pertinent correspondence has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 1 through 5.

There is an Agreement in effect between the parties to this dispute bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record of this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS:

1. There is a copy of an Agreement in effect between the Chicago, Rock Island and Pacific Railroad Company, hereinafter referred to as the Carrier, and certain of its employees represented by the Brotherhood of Railroad Signalmen, hereinafter referred to as the Brotherhood, bearing an effective date of July 1, 1952 on file with your Board which by this reference is made a part of this submission.
2. On Friday, March 3, 1967 Signal Gang No. 2 finished its work at Yukon, Oklahoma. Over the weekend (March 4th and 5th) the outfit or campcars assigned to Gang No. 2 were billed and shipped to Brinkley, Arkansas, where the members of Gang No. 2 were to report to begin work on Monday morning, March 6th.
3. Instead of billing the truck assigned to Gang No. 2 to be shipped to Brinkley with the rest of the outfit cars, Foreman N. W. Nye, who lives at El Reno, Oklahoma, (just over 10 miles from Yukon) chose to drive the company truck to his home on Friday and thence on Sunday to Brinkley, Arkansas.
4. To avoid burdening the record, Carrier has not included copies of the correspondence presented on the property concerning this claim as it is anticipated the Brotherhood will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Brotherhood's reproduction of such correspondence.
5. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: This claim is brought in two parts. The first is for a Signal Foreman who drove Carrier's vehicle from one location to another on his rest day, consuming 10 1/2 hours and requiring certain other expenses. The second is for a Signalman, requesting punitive rate for the 10 1/2 hours the foreman was used instead of him to drive the vehicle in question.

We find after reviewing the record and Agreement that in the first instance, Section (a) of the claim, the Signal Foreman is entitled to the requested compensation and should be so paid.

However, as to Section (b) of the claim, we can not find authority

in the Agreement to uphold his contention and therefore deny this part of the claim.

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 Agreement was violated in part, as outlined in Opinion of Board.

A W A R D

Section (a) of claim sustained,

Section (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June 1969.