



Award Number 17551

Docket Number SG-18122

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, 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:

On behalf of Relief Signal Maintainer C. W. Peet, headquartered at "UD" Interlocking, Joliet, Illinois, for expenses provided by Rule 62, totaling \$38.95, and one (1) hour's pay at the straight-time for each day—October 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31, November 1, 2, and 3, 1967—that he has been denied the expenses and time involved in traveling between other locations in Joliet and his headquarters to provide relief.

[Carrier's File: L-130-421]

EMPLOYEES' STATEMENT OF FACTS: Claimant C. W. Peet is a regularly assigned relief Signal Maintainer with headquarters at U. D. Tower, Joliet, Illinois.

On the days involved herein, Mr. Peet was relieving at MC Tower in Joliet, tour of duty 7 A.M. to 3:30 P.M. In order for him to work a full 8-hour tour of duty at MC, he would report about thirty minutes early at UD, walk to MC in order to be there at the beginning of the tour of duty of that position, then spend another thirty minutes returning to UD after 3:30 P.M.

Because of the time spent traveling between UD and MC, Mr. Peet claimed one hour's pay each day for travel time, in addition to his regular eight hours for noon meals eaten away from headquarters.

After Mr. Peet's individually-submitted claims were denied by the Signal Supervisor, the Brotherhood's Local Chairman presented claims on behalf of Mr. Peet in letters dated November 8 and 14, 1967, copies of which are attached hereto as Brotherhood's Exhibit No. 1. As shown by Brotherhood's Exhibits Nos. 2, 3, and 4, those claims were subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving satisfactory settlement.

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 Organization's reproduction of such correspondence.

6. The grievance procedures followed and progression of the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

(Exhibits Not Reproduced)

OPINION OF BOARD: On various dates in October and November 1967, Claimant was assigned to protect relief work at M. C. Tower, Joliet, Illinois. The Claimant's "home station" as set forth in the Memorandum of Agreement, dated March 11, 1966, is U. D. Tower, Joliet, Illinois. U. D. Tower is located one (1) mile from M. C. Tower. For the dates in October and November 1967, Claimant filed claim for travel time and expense account "required" to travel from U. D. Tower to M. C. Tower in advance of and subsequent to the regularly assigned hours of the assignment to be relieved at M. C. Tower. The Carrier denied these claims giving as the reasons (a) that Claimant "was not instructed to start one-half hour early or to continue to work one-half hour after his basic day to gain punitive time for travel" nor was he "instructed to start or end his day at his headquarter's point" (b) meal expenses were not allowable under Section 1, paragraph 2 of the March 11, 1966 Memorandum of Agreement.

In respect to travel time claim, Employees contend that Claimant could not work a full 8 hours at M. C. Tower unless he reported at U. D. Tower ahead of starting time at M. C. tower and after quitting time at M. C. Tower and if he did, that is, report at U. D. Tower at the regular bulletined starting time of his relief assignment, walked to M. C. Tower, left before quitting time at M. C. Tower and walked back to U. D. Tower, this would violate the Agreement in that his basic day at M. C. Tower would be reduced below the agreed upon 8 hours per basic day.

Carrier responds that Claimant was never instructed to start or end his working day ahead of scheduled starting time at U. D. Tower. Moreover, the Claimant was not required to perform any service outside his assigned hours or incur any travel time at Joliet, Illinois on the dates in question.

Carrier contends also that Employees' reliance on the 8 hour basic day provision in the Agreement is misplaced for these facts in that the basic day (8 hours) rule is for pay purposes only. Claimant was paid eight (8) hours pay for the dates in question. There is nothing in the record, or in the Agreement rules which would "even remotely" indicate that claimant would be monetarily penalized if he worked less than 8 hours per day at M. C. Tower. Claimant simply took it upon himself to put in travel time outside the regularly assigned 8 hours per day at Joliet and he has no rule support for the claimed travel time. Under the Agreement rules Claimant could have started and ended his regular assigned day at headquarters point and still have been compensated the full 8 hours pay as contemplated by the basic day rule.

We agree with Carrier that Claimant would have been in conformance with Agreement obligations and with no jeopardy to his compensation rights if he had started and ended his regular day at headquarters point (i.e. U.D. Tower).

However, we find the record not to contain evidence of sanction by management for Claimant to leave the M. C. Tower unattended for up to an hour of each scheduled shift for which Claimant was assigned thereto. Claimant's statement is not disputed that for the period in question, he did, in fact, put in the full schedule at M. C. Tower, adding to his actual working day the additional two increments of a half-hour each for movement to and from "home station", visits he was undeniably obligated to make. (Rule 13)

In a previous Award, same parties, same situation but another Claimant, Communications and Signal Supervisor was quoted as stating to Claimant:

"* * * you could have started at your headquarters and quit at your headquarters within your scheduled hours. Although, past practice on your job indicates that you assume the starting, lunch hour, quitting time and headquarters of the job relieved." (Award No. 17144)

On the basis that the record contained no evidence of instructions having been issued to Claimant that he was not to work at the assigned hours, we sustained the claim to the extent of the specific dates involved, i.e. up to the time that management undertook positive position of approval of including terminal appearances at headquarters as part of assigned schedule.

Even though there is no express admission of sanctioned practice in this case as in Award No. 17144, there is nevertheless sufficient evidence of management acceptance of the same practice as to justify the same ruling here. As in Award No. 17144, we find for the Claimant only up to the time that this issue was raised. We consider Claimant to be on notice thereafter, that Carrier approves inclusion of appearance at M. C. Tower as part of assigned and regular workday (i.e. to be encompassed within the eight hours, leaving less than eight hours at U. D. Tower).

In respect, however, to the claim for expenses, the language of the Memorandum of Agreement is clear and unambiguous. Expenses will be allowed only "when relieving positions away from Joliet." M. C. Tower is in Joliet therefore an employe headquartered in Joliet is not working away from Joliet and, accordingly, is not entitled to expenses.

The Employes have contended that Rule 62 applies in this situation. Applying the well established principle that specific rules prevail over general rules we hold that the Memorandum of Agreement applies in this instance and does not provide for expenses when relieving in Joliet. He therefore is not entitled to any meal expense under this rule.

Since the Employes have failed to show any rule support for their claims for expenses, this part of the claim must be denied.

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 not violated in respect to the claim for expenses.

That the Agreement was violated in respect to failure to pay Claimant for the time involved in travelling between other locations in Joliet and his headquarters to the extent of one (1) hour on each of the days stated in claim, and to that extent only.

A W A R D

Claim for expenses denied.

Claim sustained for one (1) hours pay at straight time for days listed for time involved in travelling between headquarters assignment and relief assignment.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1969.