

Award No. 18068
Docket No. SG-18347

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & 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 Relief Signal Maintainer C. W. Peet, U. D. Tower, Joliet, Illinois, for two (2) hours' pay at the punitive rate on February 26, 1968, account used at Mokena, Illinois, off his assigned territory.

(b) On behalf of Relief Signal Maintainer C. W. Peet for expenses totalling \$7.05 for noon meals on February 19, 20, 21 and 27, 1968, when he was unable to return to headquarters. (Carrier's File: L-130-434.)

EMPLOYEES' STATEMENT OF FACTS: This dispute originated because on February 26, 1968, the Claimant was used on the Mokena, Illinois territory to assist in the repairing of a damaged signal.

Also for Carrier's failure and/or refusal to pay noon meal expenses on February 19, 20, 21 and 27, 1968, when Claimant worked away from his headquarters, which is U.D. Tower, Joliet, Illinois.

There is a Memorandum of Agreement in effect between the parties of this dispute, bearing an effective date of December 14, 1961, which is quoted here for ready reference:

"Subject: Use of Signal Maintainers off their assigned territories.

When a signal maintainer and assistant signal maintainer (when assigned to a maintainer) is used off his assigned territory during the assigned hours of his work week, when instructed by proper authority will be allowed $\frac{1}{2}$ time his hourly rate in addition to his regular straight time hourly rate for the time consumed off his assigned territory, time to be continuous from the time he leaves the limits of his assignment until he again re-enters his assigned territory."

There is also a Memorandum of Agreement in effect between the parties of this dispute, bearing an effective date of March 11, 1966, to provide a

OPINION OF BOARD: Claims identical with those in this case and involving the same parties and contract rules have been dealt with by this Board. Awards 17267, 17695 and 17768 sustained claims for additional half time pay for services similar to those rendered in part (a) of the claim here. The principles established and the conclusions reached in those awards are applicable and are affirmed.

In Award 17551 this Board denied a claim for expenses because the Memorandum of Agreement of March 11, 1966 prevails over Rule 62. This principle followed in Award 17768, applies to part (b) of the claim here, and is affirmed.

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 as to part (a) of the claim was violated as to that part which is for additional half-time pay, but the Agreement was not violated as to part (b) of the claim.

AWARD

(a) Claim is sustained for two (2) hours' pay at half-time rate.

(b) Claim for expenses is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1970.