

Award No. 18861
Docket No. SG-19123

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

On behalf of E. E. Higginbotham and H. Adams for mileage allowances of \$42.66 and \$37.26, respectively, for travel between their homes and work sites on certain weekends during August, 1969, account no free transportation furnished by Carrier under Rule 23(a) of the Signalmen's Agreement. (Carrier's File: 15-23)

EMPLOYEES' STATEMENT OF FACTS: In view of the merger of Atlantic Coast Line Railroad Company and Seaboard Air Line Railroad Company into Seaboard Coast Line Railroad Company, the Carrier and the Brotherhood of Railroad Signalmen negotiated an agreement covering signal employees of the merged company who are represented by the Brotherhood. That agreement bears an effective date of July 1, 1967, date of the merger, which is by reference thereto made a part of the record in this dispute.

Rule 23 (a) is the basis on which the instant claim is before the Board and for ready reference Rule 23 is quoted:

"RULE 23 — Week End Trips

(a) Employees assigned to signal gangs in camp cars will be allowed to make weekend trips to their homes except in cases of emergency. Free transportation will be furnished over company lines. Any time lost on this account will not be paid for but may be worked at the option of a majority of the employees of the gang outside of regular hours on other days at straight time for the hours so worked.

(b) If for any reason the employees are not released after completing their regular assigned work week and not permitted to make weekend trips to their homes they will be paid not less than eight hours at the proper overtime rate for being available for service on the sixth day of the week during the hours of their assignment on regular work days, whether they are worked or not; however, if worked during the stated eight-hour period they will not receive additional compensation. If not released by the end of the hours worked

It is our opinion and contention that, Carrier has violated the working agreement, rule #23 (a), by not providing free transportation for Mr. Adams and Mr. Higginbotham to report to work and return home.

We, therefore, respectfully request that these expense claims of \$37.26 in favor of Mr. Adams and \$42.66 in favor of Mr. Higginbotham, be paid accordingly."

Asst. Vice President-Personnel to General Chairman, December 16, 1969

"Yours of December 2nd appealing decision of Mr. J. R. DePriest, Superintendent Communications & Signals, in claim in behalf of Signalmen E. E. Higginbotham and H. Adams for mileage allowance shown on Form 322 for month of August, 1969, covering trips between their homes and work points on certain weekends.

I fully agree with Mr. DePriest's decision in this case. There is no basis whatever for the mileage allowances claimed under Rule 23 (a) or otherwise, and the claim submitted by them is accordingly declined.

I would also point out that the Forms 322 referred to were not properly prepared. They were both prepared by Mr. Higginbotham who also signed Mr. Adams' name in the signature space. The date of August 6th is shown for traveling from their homes to Stovall and August 10th in traveling from Stovall to their homes, which obviously could not be correct. Therefore, the claim could not be classified as being properly filed."

Vice President-Personnel to General Chairman, February 24, 1970

"Confirming conference discussion with Mr. Dick on February 19th concerning claim in behalf of Signalmen E. E. Higginbotham and H. Adams for mileage allowance in month of August 1969, covering trips between their homes and work points on week-ends.

You did not present anything new in support of this claim, and you were advised there was no reason for changing our decision of December 16, 1969."

(Exhibits not reproduced.)

OPINION OF BOARD: Similar claims submitted to this Board in the past have been consistently denied. See Awards 12351, 18304, 18152 and 16745. There is no reason for reaching a different conclusion herein. The claim will 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois this 10th day of December 1971.