

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20611
Docket Number SG-20209

Irwin M. Lieberman, 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:

In behalf of Signal Maintainer L. H. Baker for ten (10) hours' pay at one-half his straight-time rate and one (1) hour's pay at his over-time rate account he was used off his assigned territory on May 20, 1971, in connection with operation of company trucks. (General Chairman's File: AV-H-109; Carrier's File: L-130-481)

OPINION OF BOARD: Claimant, a Signal Maintainer, was headquartered at Mineola, Kansas. On May 20, 1971 Claimant was instructed to take his temporarily assigned truck and drive to Herington, Kansas and return with his regularly assigned company truck which had been overhauled at the Carrier's truck repair shop at Herington. Claimant left Mineola at 8:00 A.M. on May 20, 1971 and returned at 6:00 P.M., driving approximately 200 miles each way on public highways.

Claimant filed the instant claim for additional compensation under the terms of Rule 17 and paragraph 7 of Rule 62, which provide in pertinent part:

"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; except, that in instances such as derailment, ice, sleet, and snow storms, tornadoes, hurricanes, fire and earthquakes where the signal system is interrupted at any point which requires the services of additional signal employees, the adjoining signal maintainers may be used without payment of the $\frac{1}{2}$ time penalty referred to herein during the time their services are used in restoring the signal system."

"Rule 62 - Paragraph 7 -

Employees covered by this rule who are required by the Carrier to perform work outside the limits of their territory outside the assigned hours of their work week will be compensated for such service under the rules applicable to other employees of the same class as provided in Rules 17 and 18. However, this paragraph shall not apply to Foremen working under Rule 81(d)."

The Organization states that Claimant was used off his assigned territory to perform service for Carrier and should be paid in accordance with the rules supra. A prior instance in which the Signal Supervisor authorized payment under similar circumstances is cited. Petitioner argues that Claimant was used by Carrier off his assigned territory on the day in question and in fact crossed the territorial limits of four other signal maintainer positions between Mineola and Herington. Petitioner further contends that public highways cannot be construed to be on the assigned territory of Claimant thus supporting the argument that he was used off his assigned territory on the date in question.

Carrier, in refutation, argues that the purpose and intent of Rule 17 was to establish Carrier's right to use a Signal Maintainer off his assigned territory to perform signal work on another territory, providing he was paid accordingly (except in cases of emergency). Carrier states that it was never intended that the rule apply to non-traditional work of the craft such as driving Company trucks over public highways. In support of its position Carrier referred to the correspondence which led to the adoption of Rule 17 in 1961 including a letter from the Organization expressing concern about the use of Signal Maintainers in work on other territories not of their own choosing. With respect to the payment of a prior similar claim, Carrier points out that the isolated payment of a claim on a local level has no bearing on contract interpretation and certainly no precedential value.

The Board finds, from the entire record of this dispute, that the intent of the framers of Rule 17 was to prevent Carrier from using an employee on another employee's assignment; it was not intended to provide penalty payments for work incidental to his own assignment, but outside of his territory. It would be an improper application of the Agreement if Rule 17 were construed to provide penalty payments to Signal Maintainers every time they merely leave their assigned territory. In the instant case Claimant only drove a truck to the shop and picked up his own vehicle after repair and returned to his headquarters. The work performed by Claimant, in this case, was part of his own assignment, not that of another employee. On the facts obtaining in this case, there was no violation of the Rules.

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Docket Number SG-20209

Page 3

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1975.