

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21072
Docket Number SG-21115

Frederick R. Blackwell, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claim of the System General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company:

(a) On October 16, 1973, the Carrier violated the current Signalmen's Agreement, particularly the December 23, 1969 Memorandum, when Signal Supervisor A.F. Cherveney denied travel time to Gang Foreman D. C. Stuckey traveling from one work point to another.

(b) The Carrier now be required to compensate him for this time under provisions of the above Memorandum.

[Carrier's file: 79-3-122]

OPINION OF BOARD: On Friday, October 5, 1973, the Claimant Signal Foreman was working with Signal Crew No.2 at Sergeant Bluff, Iowa. After Crew No. 2 finished its work at Sergeant Bluff on Friday morning, the Signal Supervisor instructed the crew members to travel from Sergeant Bluff to Boone, the crew's headquarters, during regularly assigned hours on Friday, and to travel from Boone to Lowden, Iowa, the crew's next work point, during regularly assigned hours on Monday, October 8, 1973. The Claimant made the first leg of the travel itinerary during regularly assigned hours, traveling from Sergeant Bluff to Boone on Friday, October 5. He was then absent from work due to illness for a week, October 6 through 12, and returned to work on Monday, October 15, 1973. He traveled from Boone to Lowden outside of regularly assigned hours on Monday, October 15, but he made no communication with the Signal Supervisor or any other official before making the trip. The Claimant submitted a claim for travel expense for the Boone to Lowden trip, which claim has been denied.

The Employees submit that the claim is supported by the parties' memorandum agreement of December 23, 1969, which, in pertinent part, reads as follows:

"C. Travel from one work point to another.

1. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate."

The foregoing text is not applicable to the instant facts, because the Claimant, himself, made the decision to travel outside regularly assigned hours. The subject text simply does not confer, either expressly or implicitly, such decision-making authority on the employees. The only communication between the Signal Supervisor and the Claimant on the subject of travel was a directive for the Claimant, as well as the entire crew, to travel from Boone to Lowden during regularly assigned hours. This directive was issued on Friday, October 5, and the Claimant was not justified in acting at variance with the directive merely because he was absent from work for a week. If the Claimant had any notion that there was a reason for him to travel by a method contra to the method prescribed by the Supervisor's directive, he was obliged to present his reason to the Supervisor or other authority so that supervision could decide the matter. His failure to submit the matter to supervision, and to obtain authority to travel outside of regularly assigned hours, gives his October 15, 1973 travel the character of a voluntary, unauthorized act. Such voluntary acts, according to numerous prior authorities, do not support a claim of the kind presented here. Awards Nos. 12907, 17172, 17702, and 19839. 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 19th day of May 1976.