

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22848  
Docket Number SG-22533

Kay McMurray, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

Claim No. 1: (Carrier's file: 013-220-13)

Claim on behalf of the following signal gang employees for additional compensation, and the difference between the expense payment actually allowed each claimant and the allowable auto mileage, when their outfit cars were moved from Provo, Utah, to Boardman, Oregon, April 7 - 12, 1977:

C. G. Barnes, K. Wimmer, D. Barnes, F. Kelsey and  
R. D. Hardy: 8 hours each for each day April 7, 8,  
and 9; 6 hours April 10; 2 hours April 12 -- 1977.

G. L. Potter and G. H. Hales: 8 hours each for  
April 10, 1977.

Claim No. 2: (Carrier's file: 013-220-13)

Claim on behalf of the following signal gang employees for additional compensation and expenses for the period their outfit cars were moved from Kennewick, Washington, to Caliente, Nevada, May 26 - June 2, 1977:

D. R. Hardy, F. Kelsey, C. G. Barnes: 8 hours each for  
each day May 28 & 29, plus per diem for those two days.

Bruce Brown: 8 hours for May 28 & 29, per diem for those  
2 days, plus 1100 miles at current rate per mile.

G. H. Hales, G. L. Potter: 8 hours each for May 29, and  
per diem for May 28 & 29.

In addition, the members of this gang drove their automobiles from Kennewick to Caliente and should be compensated for auto mileage as provided for in Section 11 of the Memorandum of Agreement dated November 8, 1972, less air fare from origin of flight to destination which the carrier paid."

OPINION OF BOARD: We have thoroughly reviewed the evidence developed by both parties, and the arguments developed in connection therewith, and are unable to conclusively determine whether a violation of any of the agreements occurred. While, it appears the Claimants herein have been compensated for travel time, and expenses, in conformance with existing agreement provisions, we can see a possibility that in certain situations, certain of the Claimants may be entitled to additional compensation under agreement provisions.

Under the facts and circumstances of this case, we are remanding this case to the parties to again review the evidence and the agreements to determine what, if any, additional compensation may be due any of the Claimants. If the parties are unable to do so within ninety (90) days from the date of this award, they will so advise this Board, and we will make an award based on the record before us.

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 claim should be remanded.

A W A R D

Claim remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 16th day of May 1980.