

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 28994
Docket No. SG-28992
91-3-89-3-420

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim on behalf of the Local Committee of Brotherhood of Railroad Signalmen, on the Chicago North Western Transportation Company, that:

(a) Carrier violated the current agreement between the Brotherhood of Railroad Signalmen and the Chicago North Western Transportation Company, in particular Rules 19 and 21C.

(b) Carrier now be required to compensate Mr. Frank Bonnell his proper expenses, less any expenses previously allowed while he was holding job number 002-07, a Signalmen 21C position with headquarters at West Chicago on the Suburban Division." G.C. file CNW-G-AV-145. Carrier file 79-88-13.

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant held a 21(c) Signalman position, with headquarters at West Chicago, on the Suburban Division. Between June 13, 1988, and June 24, 1988, Claimant was assigned a second trick position headquartered at Proviso, about fifteen miles from West Chicago. At the instruction of his Supervisor, Claimant submitted separate requests for travel time between West Chicago and Proviso each day that he worked. These requests for travel time were denied by the Supervisor.

The Organization subsequently filed a claim contending that Claimant should be paid travel time and mileage expenses from his home (Franklin Grove, IL) to the headquarters of the vacancy (Proviso) and back once each day for two weeks, beginning June 13, 1988, through June 24, 1988. This claim equated to twelve hours travel time and 500 miles. The claim was denied by Carrier as not supported by Agreement provisions.

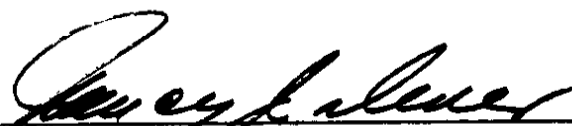
This Board has reviewed the position taken by the parties in this dispute and we conclude that Claimant, as a 21(c) employee, is required to assume all conditions of the position at Proviso, including the condition of headquarters. As such, he is not authorized daily travel time and expenses, nor is he entitled to travel time and expenses from his home in Franklin Grove, IL, to Proviso, as claimed. Carrier's offer to pay Claimant expenses for one trip from West Chicago to Proviso and return is the appropriate travel compensation under this claim.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 24th day of September 1991.