

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42244
Docket No. SG-42841
16-3-NRAB-00003-150018**

The Third Division consisted of the regular members and in addition Referee Sidney Moreland when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of R. S. Humphries and R. J. Rich, for 5 hours each at their respective rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rules 13, 65, and Appendix Y, when it refused to compensate the Claimants properly for the work they performed on July 22, 2013, and removed the one-half (1/2) time from each Claimant’s respective payroll. Carrier’s File No. 1592522. General Chairman’s File No. UPGCW-13A-0146. BRS File Case No. 15048-UP.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Claimants were working as Electronic Technicians (ET) in Zone 1. On July 22, 2013, the Claimants, on a rest day, were driving in Carrier-owned vehicles to their home from their work location (lodging facility) in order to observe their rest days.

The Organization contends that the two Claimants are entitled to be paid overtime for the time spent traveling on their rest day in a Carrier-owned vehicle (outside of their regular hours) from their work location to their home, which the Organization contends constitutes “performing work” as described in Rule 13(A), and for which the Carrier has always paid overtime. Rule 13 – ROAD SERVICE states, in pertinent part:

- “A. Employees performing service requiring them to leave and return to their home station on the same day (within 24 hours from regular starting time of their assignment) will be paid continuous time exclusive of established meal period from time reporting for duty until released at home station. Straight time will be allowed for all straight time work; overtime for all overtime work, and straight time for all traveling and waiting. Employees riding on or operating track motor cars or trucks or required to be responsible for Company tools and/or materials while traveling will be considered as performing work as referred to in these rules and will be compensated accordingly.
- B. Employees sent away from home station and held out overnight will be allowed actual time for traveling or waiting during the regular working hours; in addition, travel or waiting time outside of regular hours will be paid for at the straight time rate, until the employee is released from duty at location where suitable eating and sleeping accommodations are available.

If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed until employee is released at his home station

- C. Time spent in traveling from one work point to another outside of regularly assigned hours or rest day or holiday will be paid for at the straight time rate. Each man will be paid the amount of travel time from one point to another based on the mode of

transportation offered by the Carrier, regardless of how any employee actually travels from one point to the other.”

The Carrier responds that the Claimants, as Zone ET’s, are considered a Traveling Gang because they have no singular home station and begin their work at different locations within their territory daily. The Claimants are entitled to and received straight time for the travel and nothing more.

The Carrier also asserts that the Claimants’ activities with regard to Road Service more accurately fall under Rule 13(B), because they were simply traveling from their work to home. But the Carrier also points to Appendix Y of Rule 13, which was created especially for Zone ET’s, such as the Claimants, and which governs their travel in accordance with Rule 26 of the Agreement, which contains no language that would entitle employees to compensation when traveling on their rest day from work to their homes. Appendix Y, speaking directly of Zone ET positions, states, in pertinent part:

“APPENDIX Y (SIDE LETTER)

. . . Such positions are subject to the provisions of Rule 36-Traveling Gang Work, with the exception that employees occupying these positions will not be entitled to the \$9.00 for twenty-five miles traveled at the beginning and end of each work period when they are provided with a company vehicle” (NOTE: Rule 36, is now Rule 26)

The Carrier’s assertion that the Claimants are owed nothing for the drive time on their rest day is inaccurate. The language of Appendix Y does not exclude the application of other provisions. The Organization’s assertion that the Claimants are owed overtime for the commute pursuant to Rule 13-A is also inaccurate due to the provision mandating the round trip commute be within 24 hours.

The equitable resolution requires the Claimants receive straight time pay for the travel home in accordance with Rule 13-B, which the Carrier has paid. Accordingly, the claim before the Board must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 29th day of January 2016.