

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of System Bridge and Building Gang Foreman, H. A. Delonjay and members of his crew that they be paid pro rata rate for all time traveling in advance of and after the completion of their regular 8 hour assignment from February 2nd, 1942, and all subsequent dates that outfit cars were stationed at Riverside, Illinois, and the crew was assigned to perform work on bridge 13.55.

EMPLOYEES' STATEMENT OF FACTS: The B. & B. gang in charge of B. & B. Foreman H. A. Delonjay is a System B. & B. gang subject to assignment anywhere on the Burlington Railroad. This crew is assigned to outfit cars, which outfit cars constitute their headquarters.

Some time prior to February 2, 1942 Foreman H. A. Delonjay's System B. & B. crew was assigned to work on the Chicago Division, the outfit cars being spurred out at Riverside, Illinois. The hours of assignment of this gang were from 8:00 A. M. to 4:30 P. M. with 30 minutes off for lunch. Prior to February 2, 1942 this B. & B. gang started work at its scheduled starting time at Riverside where the outfit was stationed and rode their motor car to Bridge 13.55, approximately 3 miles West of Riverside, where they were employed during the day, and then rode their motor car back to Riverside in the evening, reaching the outfit cars, their headquarters, at 4:30 P. M.

Under date of January 30, 1942 Foreman Delonjay received instructions reading:

"Effective Monday, February 2, 1942, you will work on Bridge 13.55 over Ogden Avenue between the hours of 8:00 A. M. and 4:30 P. M.

You will commence and end your assignment at bridge 13.55. You will use suburban service going to and from point of work."

The agreement in effect between the Carrier and the Brotherhood is by reference made a part of this Statement of Facts.

POSITION OF EMPLOYEES: As stated in Employees' Statement of Facts, the B. & B. gang in charge of Foreman H. A. Delonjay is a System B. & B. gang assigned to outfit cars, and that some time prior to February 2, 1942 this B. & B. gang was assigned to work in the Chicago Terminal, its outfit cars being stationed at Riverside, Illinois.

Paragraph (d) covers general exceptions from travel time pay. It provides, first, that travel time pay will not be allowed to employees while traveling in the exercise of seniority rights; second, that travel time pay will not be allowed to employees while traveling between their homes and designated assembling points; and third, that travel time pay will not be allowed to employees while traveling for other personal reasons. Here again, taken in relation with Rule 44 which designates assembling points, we find that traveling time is not payable under the circumstances involved in this case.

It is plainly seen that there was no intention on the part of the parties to the agreement to pay for the travel time referred to in the claim. Consequently, it appears that the petitioning organization has, by this case, instigated an exploration or fishing expedition to see if it might not in this manner enlarge the agreement. The Management relies upon the foregoing rules and evidence to show that:

1. The time of the employees began and ended at the point at which the work was located, viz., Bridge 13.55; (Rule 44)
2. Payment will not be made for time riding regular (suburban) trains; (Rule 44)
3. The starting time was designated by the supervisory officer; (Rule 45 and Exhibit No. 1) and
4. Travel time under the circumstances is not to be paid for. (Rule 48)

OPINION OF BOARD: This is a claim of System B. & B. Gang Foreman H. A. Delonjay and members of his crew that they be paid pro rata for all time traveling in advance of and after the completion of their regular 8-hour assignment from February 2, 1942, and all subsequent days that outfit cars were stationed at Riverside, Illinois. The Employees state that this crew is assigned to outfit cars, which cars constitute their headquarters.

Sometime prior to February 2, 1942, this crew was assigned to work on the Chicago Division, the outfit cars being spurred out at Riverside, Illinois. The hours of assignment of this gang were from 8:00 A.M. to 4:30 P.M. with thirty minutes off for lunch. Prior to February 2, 1942, this gang started work at its scheduled starting time at Riverside where the outfit car was stationed and rode their motor car to Bridge 13.55, approximately three miles west of Riverside where they were employed during the day and then rode their car back to Riverside in the evening, reaching the outfit car, their headquarters, at 4:30 P.M. Under date of January 30, 1942, they were instructed to commence and end their assignment at Bridge 13.55 and to use suburban service going to and from the point of work.

Employees rely upon schedule Rules 44 and 48 (b). This Referee does not believe that Rule 48 (b) applies in this case. The rule which governs here is Schedule Rule 44, which is as follows:

"Time of employees will start and end at designated assembling points for each class of employees. In the event of change of assembling point, employees will be notified before going home on the day immediately prior to the change. Will be interpreted as to 'designated assembling points' as follows:

In Terminals—Where location is designated for tools to be stored for work on which engaged.

Section Forces—At tool house.

On Line—When in outfit cars, point at which work is located, provided they are not required to use hand or motor cars or work trains to and from point of work, in which event point of boarding or leaving such hand or motor cars or work trains will mark the beginning or ending of time.

"Payment will not be made for time riding on street cars, regular or shop trains, to get to the assembling point."

It will be noted that Rule 44 provides: "On Line—When in outfit cars, point at which work is located," so clearly under this rule the assembling point where employes' time would start was at the point at which work is located. Finally, the last paragraph of Rule 44 specifically provides that payment will not be made for time riding on street cars, regular or shop trains to get to the assembling point. This record shows there were regular trains operating on schedule.

In accordance with the rules of this Agreement, claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employes 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 there was no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of January, 1945.