NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 19710
THIRD DIVISION Docket Number MW-19544

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Cedar Rapids and Iowa City Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it required Paul Clark, G. D. Clarke, Craig Miller, D. D. Hollingsworth, Jim Gassman, D. L. Valenta, D. J. Headrick and M. G. Humphrey to furnish their own transportation to and from the work site on and subsequent to June 29, 1970 and refused to reimburse them for the cost thereof (System File CR&IC-E-570).

(2) The Carrier further violated the Agreement when it refused to compensate the above-named employes for the time consumed in going to and from the work site on and subsequent to June 29, 1970 during overtime hours.

(3) Each of the above-named employes be allowed one hour of pay at time and one-half and mileage for each work day within the period encompassed in this claim for totals of:

CLAIMANT	NUMBER OF DAYS	NUMBER OF MILES	CENTS PER MILE
Paul Clark	42	24	7
D. Hollingsworth	50	240	7
G. Clarke	67	990	7
M. Humphrey	66	990	7
Jim Gassman	45	240	7
Craig Miller	62	990	7
D. Headrick	24	240	7
D. Valenta	38	240	7

OPINION OF BOARD: This dispute involves a claim for reimbursement of travel expense and overtime payment for time consumed in traveling to and from the site of Claimants' work location. The Organization contends that under the provisions of Rule 22, Claimants were entitled to compensation at their time and one-half rate for the time expended (1 hour each day) going to and from the work site; that under the provisions of Rule 32, Claimants are entitled to be reimbursed for necessary expenses incurred while traveling to and from their work site; and that under Rule 27, Claimants' work day, as well as their time, starts and ends at the tool house at Cedar Rapids, Iowa. The Organization further contends that the Cedar Rapids Section Gang was engaged in constructing the Duane

Arnold Energy Center Track in the vicinity of Palo, Iowa, which is 15 miles from Claimants assigned headquarters et Ceder Rapids, end that Claimants were instructed end required to drive their private automobiles to end from the work site end to start end end their work day et said work site. In response to this claim, Carrier contends that the involved work was not covered by the Agreement between Ceder Rapids end Iowa City Railway Company end the Brotherhood of Maintenance of Way Employes for the reason that the involved track upon which the work was performed was not connected to the Ceder Rapids end Iowa City Railway Company Line end that the nearest point is some 10 miles distance therefrom; that Carrier maintained tool boxes et the job site, es well es toilet facilities, that should be considered es a tool house, outfit car or shop, es found in Rule 27; that Claimants were college students hired solely for the particular job who had not acquired union seniority; end that the student employes were advised et the time of their hiring that the Palo track would be their reporting point end that there was company transportation available each end every day between the tool shop end the job site.

The record discloses that the involved track upon which the work in dispute was performed was not connected to the Cedar Rapids end Iowa City Rail / Company Line, the nearest point being some 10 miles distance therefrom. Therefore, the involved work was not performed for the benefit of the Carrier in this disp , but was completed under a contract with Iowa Electric Light & Power Company. There fore, the involved work was not subject to the Agreement between the Carrier involved in this dispute end Brotherhood of Maintenance of Way employes. See Award No. 10932 (Miller).

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

That the parties waived oral hearing;

The: the Carrier end the Employes involved in this dispute are respectively Carrier end Employes within the meaning of the Railway Labor Act, es approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; end

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:: E. A. Zillum
Executive Secretary

Dated et Chicago, Illinois, this 13th day of April 1973.