

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION****(Supplemental)****John H. Dorsey, Referee**

PARTIES TO DISPUTE:**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

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

(1) Claim Carrier violated the Agreement when it deleted sixteen (16) hours' pay from the second half of February, 1964 pay checks of Welding Foremen C. F. Graf and C. R. Frost; Welders G. M. Mattocks, C. C. Robbins, L. J. Fox and E. A. Robison; and Work Equipment Operator L. C. Williams. (Carrier's File M-1003-64).

(2) Each of the afore-mentioned employees now be reimbursed for the exact amount deleted from his pay check.

EMPLOYEES' STATEMENT OF FACTS: The claimants were regularly assigned to the Pressure Welding Project on Lines West, with headquarters in outfit cars. They were assigned to a work week extending from Monday through Friday (rest days were Saturday and Sunday), with assigned hours from 7:30 A. M. to 4:00 P. M., including a one-half hour meal period.

The claimants were notified that, upon completion of their work at Akron, Colorado on January 8, 1964, they were to move to Greybull, Wyoming.

The claimants' outfit cars were scheduled to be moved from Akron, Colorado at about 4:00 P. M. on January 8, 1964 but did not depart therefrom until the following morning and did not arrive at Greybull, Wyoming until about 7:00 P. M. on Sunday, January 12, 1964.

The claimants departed from Akron, Colorado by automobile at about 4:00 P. M. on January 8, 1964 and traveled to Fort Morgan, Colorado where they remained that night. They left Fort Morgan early on the morning of January 8, 1964 and traveled to Casper, Wyoming where they spent the night. They departed from Casper at 7:30 A. M. on January 10, 1964 and arrived at Greybull Saturday and Sunday, January 11 and 12, 1964 (rest days), awaiting the arrival of the train with their outfit cars.

The claimants were reimbursed for the cost of meals and lodging incurred while away from their outfit cars from January 8 through January 12, 1964

fact that the General Chairman took the position that claimants were somehow entitled to two days pay on their rest days in addition to actual expenses because their outfit cars were not available, the Carrier again wrote the General Chairman on October 8, 1964 and asked him to be good enough to advise the basis for his contention, in the light of the provisions of Rule 47. Copy of that letter is attached hereto identified as Carrier's Exhibit No. 4. No response has ever been received from the General Chairman to that request.

The schedule of rules agreement between the parties, effective September 1, 1949 and amendments thereto are by reference made a part of this submission.

(Exhibits not reproduced)

OPINION OF BOARD: By agreement of the parties the name of E. A. Robison stands stricken from the Claim. The remaining Claimants were headquartered in outfit cars with assigned workweek of Monday through Friday, rest days Saturday and Sunday.

Claimants had been working at Akron, Colorado, immediately prior to January 8, 1964, on which date they were instructed to bill their outfit cars to Greybull, Wyoming to work on a project beginning Monday, January 13. Claimants departed Akron on January 8 travelling by automobile. They arrived Greybull Friday evening, January 10. The outfit cars arrived Greybull about 7:00 P. M. Sunday, January 12. Claimants were reimbursed for all actual meal and lodging expenses incurred from Wednesday January 8 to January 13. Each of them claimed eight hours pay for travel on both Saturday and Sunday, January 11 and 12, which was paid to them but was later subtracted from a subsequent pay check. Carrier's reason for the subtraction was discovery that Claimants were not actually travelling on the said dates, each having arrived destination on Friday, January 10. Thereupon, Petitioner filed claim for restitution of the subtracted amounts.

The contention of Petitioner are spelled out in the General Chairman's letter to the Director of Labor Relations, dated August 6, 1964:

"Inasmuch as the outfit cars, commonly recognized as their home station under the provisions of Rule 46(b) were not available for occupancy until 7:00 p.m. January 12, 1964 these employs showed time at their pro rate for eight (8) hours on Saturday, January 11th and eight (8) hours for Sunday, January 12, 1964.

* * * * *

In view of the fact that the employes assigned to this project were at Greybull, Wyoming on January 11, 1964 and their outfit cars were not available for occupancy we are requesting that each of the aforementioned employes, with the exception of Mr. E. A. Robison, be paid for the full amount deleted from their last half February 1964 payroll."

Rule 46 is captioned "Travel Time." The provision cited by Petitioner reads:

"(b) Employes not in outfit cars, other than Water Service Repairmen and Helpers who are required by direction of the Management to leave their home station, will be allowed actual time for travelling or waiting during the regular working hours. All hours worked

will be paid for in accordance with practice at home station. Actual time traveling before and after assigned working hours, and on holidays and their assigned rest days, including time waiting for trains at away from home stations, will be paid for at pro rata rates, except that when sleeping accommodations are afforded for five (5) hours or more, no travel time will be allowed outside of regularly established working hours."

We find nothing in this Rule to support Petitioner's contention that because the outfit cars were not available for occupancy Claimants were entitled to travel time pay. The making whole of employees because of unavailability of occupancy in outfit cars is provided for in Rule 47 of the Agreement with which Carrier complied. We will deny the Claim.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of September 1966.