

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22466
Docket Number MW-22350

Robert A. Franden, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Maintenance of Way Employees
{ Chicago, Milwaukee, St. Paul and Pacific
{ Railroad Company

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

(1) (a) The Agreement was violated when the Carrier failed and refused to compensate members of Gang 5530 for time worked preceding and following their regularly assigned work periods on September 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29 and 30, 1976.

and

(b) the Agreement was further violated when members of Gang 5530 were not allowed mileage for the use of their automobiles in the performance of the service covered by 1(a) above. (System File C#91/D-1956)

(2) As a consequence of the aforesaid violations the claimants shall be allowed pay and mileage as follows:

E. Arnold.....240 miles @ 12¢ per mile
22 hrs. at 1-1/2 times
Asst. Foreman's rate

W. L. Evans.....1160 miles @ 12¢ per mile
24 hrs. 40 min. at 1-1/2 times
Machine Operator's rate

J. M. Elsen.....1040 miles @ 12¢ per mile
22 hrs. at 1-1/2 times
Machine Operator's rate

D. V. Johnson.....1040 miles @ 12¢ per mile
22 hrs. at 1-1/2 times
Machine Operator's rate

R. J. Beitlich.....48 miles @ 12¢ per mile
18 hrs at 1-1/2 times
Laborer's rate

W. P. Michuta.....40 miles @ 12¢ per mile
15 hrs. at 1-1/2 times
Laborer's rate

W. J. Craig.....24 miles @ 12¢ per mile
18 hrs. at 1-1/2 times
Laborer's rate

D. G. Pretasky.....160 miles @ 12¢ per mile
8 hrs. 40 min. at 1-1/2 times
Laborer's rate

M. G. Craig.....24 miles @ 12¢ per mile
18 hrs. at 1-1/2 times
Laborer's rate

J. J. Brezinski.....100 miles @ 12¢ per mile
16 hrs. 40 min. at 1-1/2 times
Laborer's rate

W. J. Peters.....1260 miles @ 12¢ per mile
23 hrs. 30 min. at 1-1/2 times
Laborer's rate."

OPINION OF BOARD: It is alleged that the Carrier violated rules 21, 26-c (2), (5) and 24 when it required the claimant members of Gang #5530 to assemble at New Albin, Wisconsin and refused to compensate them for time spent traveling from their homes to the assembly point.

The starting and ending time of an employee is determined by the application of rule 21.

"Rule 21 - Employees' time will start and end at designated assembling points for each class of employees, except as specified in Rule 26. Bridge and Building Crews' time will be computed from the starting time at the tool house, shop or outfit car and will terminate upon arrival at the same. Section crews' time will be computed from the starting time at the tool house or regular starting point and will terminate upon arrival at the same."

In the instant case the claimants are assigned to outfit cars stationed at Winona, Minnesota. On the claim dates the claimants had elected not to utilize the camp cars but were living at their respective homes. Further, they did not report to Winona, Minnesota prior to traveling to the work site.

Under the set of fact presented in this case the claimants are not entitled to the compensation claimed. There is no provision in the agreement for the payment for time spent traveling between the homes of these claimants and the assembly point. We cannot rewrite the rule to substitute their homes for the camp cars.

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 Employee involved in this dispute are respectively Carrier and Employee 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

G. W. Pauler
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1979.