

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25348
Docket Number MW-24651

Josef P. Sirefman, Referee

(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Chicago, Milwaukee, St. Paul and Pacific Railroad Company

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

(1) The Agreement was violated when members of Extra Gang 5533 were not allowed mileage for the use of their automobiles on certain dates during September and October, 1980 (System Files C#51/D-2480, C#53/D-2481 and C#55/D-2483).

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

D. D. Peterson.....	254 miles @ 15¢ per mile
J. H. Ferrell.....	254 miles @ 15¢ per mile
D. R. Flor.....	254 miles @ 15¢ per mile
S. N. Kromarek.....	352 miles @ 15¢ per mile
W. D. Thompson.....	848 miles @ 15¢ per mile
T. West.....	352 miles @ 15¢ per mile
T. M. Seymanski.....	352 miles @ 15¢ per mile
D. Shuck.....	254 miles @ 15¢ per mile
T. Bergquist.....	254 miles @ 15¢ per mile
D. Steckler.....	254 miles @ 15¢ per mile
J. Kromarek.....	254 miles @ 15¢ per mile
K. Kromarek.....	316 miles @ 15¢ per mile
R. Zacher.....	78 miles @ 15¢ per mile
R. Madler.....	254 miles @ 15¢ per mile
R. Tronstad.....	654 miles @ 15¢ per mile
C. Shepherd.....	404 miles @ 15¢ per mile
R. Duneman.....	454 miles @ 15¢ per mile
J. Mayo.....	254 miles @ 15¢ per mile
R. Hanson.....	254 miles @ 15¢ per mile
H. Tysver.....	36 miles @ 15¢ per mile
M. Kirschten.....	360 miles @ 15¢ per mile

OPINION OF BOARD: Claimants are members of Extra Gang 5533. During the period in question they were not lodged in camp cars, but in the nearest available lodging facilities to their work sites. The Organization contends that "beginning on September 24, 1980, the claimants were required to travel on each working day (in advance of and at the close of their regularly assigned work period) between their assembling point and work point". In effect, the Organization asserts that the lodging facilities became the assembling point, and that under Rule 26(C)(5) the Claimants are entitled to mileage reimbursement for driving their vehicles "between their lodging facility and work point". The Carrier contends that no rule requires the assembly point to be the nearest suitable lodging facility or that an employe start and end their day at the lodging facility. Moreover, in each instance involved here the Carrier designated an assembly point other than the lodging facilities.

The Organization cites as support for its claim Third Division Award 23893 between these very parties concerning the application of Rule 26(C)(5) to certain travel time claims. However, Third Division Award 23893 stated that "The Board wishes to stress, however, that its findings in this case does not support a general notion that lodging facilities other than those provided by Carrier are always to be deemed designated assembly points. Had Carrier been successful in demonstrating to this Board by way of probative evidence the existence of a designated assembly point for the claim dates in question, we would have reached a very different conclusion given the relevant language of the Controlling Agreement".

The record before this Board establishes that Carrier had indeed designated assembly points for the times in question. Thus Award 23893 is not applicable to this claim. Under these circumstances, as stated in Third Division Award 23317 "paying claimant for his travel time would be like paying claimant for time spent journeying between home and work which is clearly not contemplated under the agreement. Third Division Award No. 22466". The Board holds that the reasoning in Awards 23893 and 23317 is dispositive of the instant claim and that the Carrier did not violate the Agreement.

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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1985.