

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees  
(Missouri-Kansas-Texas Railroad Company

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

1. The Carrier violated the Agreement when it refused to compensate Extra Gang Laborer B. L. Downs for time expended traveling from his designated assembly point to his work site on May 27, 28, 29, 30, and June 2, 3, 4, 5 and 6, 1986. (System File 200-85/2579)
2. The Claimant shall be allowed twelve (12) hours at his overtime rate of pay as a consequence of the violation referred to within Part (1) hereof."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

At the relevant time, Claimant held the position of Track Laborer on Extra Gang No. 662. During the period May 27 through June 6, 1986, the Extra Gang was working at different work sites at Leonard and Boneau Crossing, Texas. During this period and due to the location of the work sites, Claimant was residing at a motel in Denison, Texas. In its present form, this Claim seeks compensation for the time spent traveling from Claimant's motel to the work sites (the Organization's original request for mileage has been withdrawn).

The Organization first relies on Article I, Section 1(C) of the DP-404 Agreement which states:

"Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate."

However, Claimant was not required to travel from "one work point to another." The work locations were at Leonard and Boneau Crossing and the Carrier furnished transportation from the motel to those work sites. Because this language does not apply to Claimant's situation, the interpretations rendered under this language relied upon by the Organization similarly do not apply.

The Organization also relies upon Article 8, Rule 4 which states:

"For regular operations employees' time will start and end at designated assembling point for each class of service."

In this case, there is no showing that the location of the motel at Denison was the "assembling point" for the Extra Gang. On the contrary, the evidence shows that the assembling point was at the job site. Claimant specifically states in his April 13, 1987, letter that he was told by the Foreman to "meet on the job." Under these particular circumstances, "paying Claimant for his travel time would be like paying Claimant for time spent journeying between home and work...", Third Division Award 23317. Third Division Award 23893 relied upon by the Organization is distinguishable. There, "Carrier never did formally designate an assembly point." Such has not been shown to be the case here.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: \_\_\_\_\_

*Linda Woods*  
Linda Woods - Arbitration Assistant

Dated at Chicago, Illinois, this 26th day of April 1994.