

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Form 1

Award No. 30473
Docket No. SG-30903
94-3-92-3-718

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
 (
 (Chicago and North Western
 Transportation Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen (BRS) on the Chicago and North Western Transportation Company (C&NWT):

- a) The Carrier violated the current Signalmen's Agreement, particularly but not limited to Rule 20, when the Carrier denied a work report from Signals West Travel Crew #1, dated July 7, 1991, on which crew members Mr. D.W. Hockens, Mr. T.C. Wyatt, Mr. R.W. Annear and Mr. L.M. Sorensen claimed eleven (11) hours straight time (travel time) for each crew member for traveling from Carroll, Iowa to Lusk, Wyoming.
- b) The Carrier now be required to compensate Mr. D.W. Hockens, Mr. T.C. Wyatt, Mr. R.W. Annear and Mr. L.M. Sorensen for eleven (11) hours each at their respective straight time rates of pay for such travel time as claimed on their work report dated July 7, 1991." Gen'l. Chmn's. File No. S-AV-54. Carrier's File No. 79-91-15. BRS File Case No. 8791-C&NWT.

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.

Under Rule 20, crews not assigned to fixed headquarters are assigned to a Signal Supervisor's territory and may be used at any of the Carrier's locations, as conditions require. Further, the work day of each employee begins and ends at the hotel/motel where lodged, and it is the responsibility of the individual employee to report to such headquarters at the starting time of the assignment. No time or mileage is to be allowed for such traveling.

At the conclusion of the workday on July 3, 1991, the crew in Carroll, Iowa was advised of a headquarters' move to Lusk, Wyoming on Monday, July 8, 1991, the next regular assigned work date.

In order to comply with the instruction, the employees travelled to Lusk on Sunday, July 7, an unassigned work day.

The Claimants were denied payment for the time required to report to Lusk, Wyoming in the amount of 11 hours.

In its denial, the Carrier urged that: "The \$10 or \$12 allowance per day for each member of the crew on top of actual expenses was put in the rule to offset the travel time." Moreover, the Carrier asserts that since the agreement went into effect in 1985, travel crews have never received time or mileage when moving from location to location which has occurred "...hundreds of times since the inception of this rule which in essence created the 'Traveling' crew."

The Organization submitted numerous documents tending to support its claim in this regard. However, the Carrier replied that the submitted Daily Work Reports all dealt with cases where time or mileage was paid because "...travel took place during normal work hours or as part of their normal work day" which, of course, is not the circumstance before us in this record.

Apparently, at one isolated time, certain payments were made, allegedly in error, which was subsequently corrected.

Rule 20 is clear that the work day of each employee begins and ends at the hotel/motel where lodged, and it is the responsibility of the individual employee to report to such headquarters at the starting time of his assignment. No time or mileage is to be allowed for such traveling. Past practice is not pertinent to alter the specific terms of an agreement, but it may be considered to show the intention of the parties. However, here, the Carrier has raised the assertion that the work reports submitted by the Organization all dealt with travel during normal work hours.

This Board cannot make that determination based upon a simple review of the work reports. The Organization bears the burden of establishing the claim, based upon contractual language, not possible equity.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Divisom

Dated at Chicago, Illinois this 13th day of September, 1994