

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31672
Docket No. MW-31228
96-3-93-3-289**

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Maintenance of Way Employees
(Union Pacific Railroad Company
((former Missouri Pacific Railroad)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier failed and refused to allow Welder R. M. Mulholland and Welder Helper D. R. Hoskin travel time and mileage allowance they incurred as a result of the change in work locations on March 11, 19, May 10, July 12, 1991 and February 4 and March 2, 1992 (Carrier's File 920329 MPR).**
- (2) The Agreement was violated when the Carrier failed and refused to allow Welder H. L. Williams, Jr. and Welder Helper O'Neal Kims travel time and mileage allowance they incurred as a result of the change in work locations beginning February 1991 through April 1992 (Carrier's File 920395).**
- (3) As a consequence of the violation referred to in Part (1) above, Messrs. Mulholland and Hoskin shall each be allowed mileage and travel time as follows:**

(March 11, 1991) Dexter, MO. to Poplar Bluff, MO. 26 miles @ 15 cents per mile = \$3.90 mileage .9 hours travel time at pro rata rate

(March 19, 1991) Poplar Bluff, MO. to Piedmont, MO. 48 miles @ 15 cents per mile = \$7.20 mileage 1.6 hours travel time at pro rata rate

- (May 10, 1991) Piedmont, MO. to Dupo, IL. 147 miles @ 15 cents per mile = \$22.05 mileage 4.9 hours travel time at pro rata rate
- (July 12, 1991) Piedmont, MO. to Chester, IL. 60 miles @ 15 cents per mile = \$9.00 mileage 2 hours travel time at pro rata rate
- (February 4, 1992) Bush, IL. to Chester, IL. 60 miles @ 15 cents per mile = \$9.00 mileage 2 hours travel time at pro rata rate
- (March 2, 1992) Gorham, IL. to Chester, IL. 30 miles @ 15 cents per mile = \$4.50 mileage 1 hour travel time at pro rata rate'
- (4) As a consequence of the violation referred to in Part (2) above, Messrs. William and Kims shall each be allowed the mileage and travel time they submitted * to the Carrier.

* Copies of the Personal Expense Statements, which were also attached to the initial letter of claim, will be reproduced within our initial submission."

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.

This case is similar to the case in Third Division Award 31665. The parties, issues, arguments and Agreements are the same.

For the reasons cited in the above mentioned Award, all the claims except those for February 4, and March 2, 1992 are barred from handling under the Time Limit Rule. The claims for the other two dates are denied, again, for the reasons cited in Award 31665.

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 Division**

Dated at Chicago, Illinois, this 29th day of August 1996.