

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 43338
Docket No. MW-44552
19-3-NRAB-00003-170715**

The Third Division consisted of the regular members and in addition Referee Mark L. Burdette when award was rendered.

**(Brotherhood of Maintenance of Way Employees Division -
(IBT Rail Conference**

PARTIES TO DISPUTE: (

(Springfield Terminal Railway Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier instructed headquartered Truck Driver S. Pelletier to report to Waterville Yard on July 8, 2016 for work but failed and refused to properly compensate him therefore (Carrier's File MW-16-18 STR).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant S. Pelletier shall be compensated ninety-six dollars and twenty-six cents (\$96.26).”**

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 were given due notice of hearing thereon.

Claimant S. Pelletier has established and maintains seniority in the Carrier's Track Sub-department, during the time relevant to this dispute he was assigned as a truck driver (Crew #3742) headquartered in Rigby Yard located in Rigby, Maine (Seniority Zone 4).

On Thursday, July 7, 2016, the Claimant was contacted by Carrier Supervisor J. Nash and offered an overtime assignment which required that he report to a different headquarter point in Waterville Yard to operate a log truck the following morning. The Claimant accepted the assignment and reported for duty at 7:00 A.M. at Waterville Yard on Friday, July 8, 2016 in Waterville, Maine (Seniority Zone 3). Upon his arrival, the Claimant asked Assistant Supervisor J. Slaney for clarification regarding payment for travel time between his assigned headquarters (Rigby Yard) and Waterville Yard. The Claimant was subsequently informed by Supervisor Slaney that he would not be entitled to any such travel time payment.

Relevant Contract Provisions

Article 8. Filling Vacant Positions

* * *

- 8.3 (a) Positions subject to advertisement will be newly created permanent positions and vacancies expected to last more than thirty (30) days. Such positions will be bulletined during the first advertisement period following the vacancy.
- (b) Bulletins of vacant positions will be distributed to all headquarters and Production Crew Foremen on Wednesday and will close at 1700 hours the following Tuesday. Bulletin information will also be available on a Carrier-provided '800' number. Employees will submit bids for vacant positions to the Engineering Department Headquarters office in North Billerica, or their supervisor, on a form provided by the Carrier and must

assure that such bids are received, by the closing date specified on the job advertisement. Furloughed employees will have the right to bid on any advertised positions and will be automatic bidders for advertised permanent positions for which they have seniority and are qualified in their working zones.

- (c) Advertisements will specify location of position, hours of service, rate of pay, rest days, type of machine (where applicable), closing date of bid, general description of the work, headquarters, reporting point, mile post designations*, and Prior Rights designation (including prior rights class designations). It is understood that Prior Rights Designation will be based upon the specified headquarters point.

* * *

Article 9 Beginning and Ending Day/Hours of Service

- 9.1 Employees' time will commence at the time they report for duty at their headquarters, except Production Crews, and shall continue until they are relieved from duty by the Carrier.

* * *

Article 37. Starting Times

- 37.1 Unless otherwise provided, time of employees will start and end at their advertised headquarters.

The Organization is alleging a contract violation in this claim, and therefore has the burden of proving its case.

The Claimant voluntarily accepted the assignment to report to a different location from his normal headquarters. He did not report to Rigby, his normal headquarters, and reported to Waterville at 0700. He did not travel between Rigby and Waterville. He did not use a Carrier vehicle, but drove directly to Waterville in his

personal vehicle. Had he reported to Rigby then proceeded to Waterville, he would have been entitled to pay for the travel time, but that is not the fact in this case.

The contract provisions cited by the Organization do not apply to the circumstances of this case. The Claimant voluntarily accepted the assignment to report to a different location from his normal headquarters and did so at the normal start time. He did not travel between his Headquarters and Waterville and therefore would not be compensated for time that was not expended. He did not question his pay status until he had already reported for the accepted assignment. He was properly compensated for the assignment he accepted and performed.

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 14th day of December 2018.