

PUBLIC LAW BOARD NO. 3460

Award No. 78

Case No. 78

PARTIES
TO
DISPUTE:

Brotherhood of Maintenance of Way Employees
and
Burlington Northern Railroad Co.

STATEMENT
OF CLAIM:

- "1. The Agreement was violated when Carrier failed and refused to allow mileage expense for members of Twin City's Regional Relay Gang No. 1 when it changed the work point of said Gang during the weekends of May 14 - 15 (from St. Cloud, Minnesota to Royalton, Minnesota) and May 21 - 22 (from Royalton, Minnesota to Tioga, North Dakota), 1983.
2. As a consequence of the afore-mentioned violation, Claimants J. L. Plombon, M. Dockendorf, H. J. Hayenga, C. T. Ogg, J. M. Patri and S. Smith shall each be allowed one hundred and eighteen dollars and twenty cents (\$118.20) mileage expense."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

According to Petitioner, on both of the weekends in question, Claimants herein were informed of the relocation of the work point which was at some distance from their St. Cloud outfit cars (21 miles on one weekend and 570 miles on the other). Therefore, according to Petitioner, it was necessary for the Claimants to

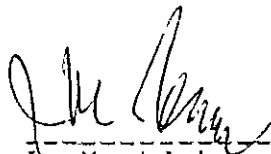
utilize their personal vehicles to travel from their residence to the new work points on both weekends.

Carrier's version of the facts was substantially different. Carrier avers that on May 13, while the Gang was working at St. Cloud, the Claimants, as well as other members of the Gang, were informed that, on the following Monday, May 16, the Gang would commence working at Royalton. Further, they were told that company transportation would be provided for employees to make the move both on Friday, as well as on the following Monday. Similarly, on the following weekend, on Friday, May 20, while the Gang was working at Royalton, they were again informed that on the following Monday they would move to a new location in North Dakota, approximately 570 miles away. Again, they were told that company transportation would be furnished both on that Friday, as well as on the following Monday and, also, that they would be welcome to ride a work train which would be travelling to the work site on the weekend. From Carrier's standpoint, there was no need for the Claimants or any other Carrier employees to use their own personal vehicles to make the trip, since company transportation was provided. Further, Carrier avers that other members of the Gang availed themselves of the company-furnished transportation to make the move but the six Claimants chose voluntarily to use their personal vehicles for the trips.

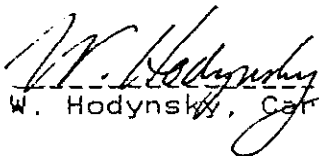
The Board is unable to determine which version of the facts presented by the submissions of the parties is correct. It is apparent that, from the standpoint of policy and interpretation of the Agreement, the Board can only deal with the facts, as presented, in the light of the contractual provisions. In this instance, there is a significant dispute with respect to the facts. The Board is powerless to decide whether indeed there has or has not been a violation of the rules. The resolution of that factual dispute is beyond the jurisdiction of this Board. For that reason, the dispute must be dismissed.

AWARD

Claim dismissed.



I. M. Lieberman, Neutral-Chairman



W. Hodynsky, Carrier Member



F. H. Funk, Employee Member

9/20/88

St. Paul, Minnesota
August , 1988

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