

PUBLIC LAW BOARD NO. 6867

AWARD NO. 16

CASE NO. 16

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PARTIES

TO DISPUTE:

and

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Agreement was violated when the Carrier failed and refused to pay System Gang employe S. Leonard the travel allowance as provided in Rule 36 for the round trips made on March 24 and April 1, 2003 (System File UPRM-9442T/1364782).

(2) As a consequence of the violation referred to in Part (1) above, the Claimant S. Leonard shall now receive compensation of seventy-five dollars (\$75.00) for the travel allowance for their aforesaid round trips."

FINDINGS:

Upon the whole record, after hearing, this 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.

This claim raises the issue of the entitlement of Claimant to weekend travel allowance for his round trip made on March 24 and April 1, 2003.

The following provisions of Rule 36 - Travel Service, are pertinent to this dispute:

### **Rule 36 - TRAVEL SERVICE**

\* \* \* \* \*

#### **Section 7 - End of Work - Week Travel Allowance for Traveling Gangs.**

(a) At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the Carrier's service may place them hundreds of miles away from home at the end of each work week. Accordingly, the Carriers will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

0 to 100 miles	\$ 0.00
101 to 200 miles	\$ 25.00
201 to 300 miles	\$ 50.00
301 to 400 miles	\$ 75.00
401 to 500 miles	\$100.00

Additional \$25.00 payments for each 100 mile increments.

\* \* \* \* \*

f) An employee filling a Group 20, 26 or 27 assignment who completes a round trip from work to home to work will not be granted an allowance pursuant to paragraph (a) of this Section when any of the following conditions exist:

(1) the employee is absent without authorization on a work day immediately preceding and/or following the rest days during which the round trip was made;

(g) If none of the above conditions exist, such employees who complete a round trip from work to home to work will be granted an allowance pursuant to paragraph (a) of the Section.

Claimant was a member of System Tie Gang 9068 which was working compressed halves, with their rest days scheduled from March 24 to 31, 2003. He traveled a round trip distance of 340 miles during this rest period and reported to the work site on April 1, 2003 but was displaced

before the start of his work shift on April 1 and was unable to make a displacement until the following work day, April 2, 2003. Carrier denied his claim for weekend travel allowance under Rule 36 for this round trip, which led to the filing of the instant claim.

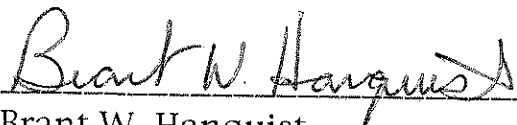
This case is similar in all respects to Case No. 13 recently dealt with by this Board. In that case, four other members of the same gang found themselves in the same position as Claimant on April 1, 2003. Since the arguments of the parties and the underlying records are substantially the same, they will not be repeated herein and their recitation in Public Law Board No. 6867, Award 13 is incorporated in this decision. We do note that there is no employee statement submitted with reference to Carrier's practice concerning displacements in this record. This Board concludes that all of the reasons stated in Award 13 and the rationale for finding no violation of the Agreement by Carrier are equally applicable in this case, and we adopt them in denying this claim.

AWARD:

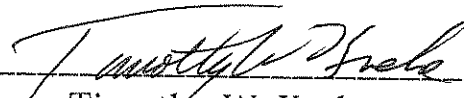
The claim is denied.



Margo R. Newman  
Neutral Chairperson



Brant W. Hanquist  
Carrier Member



Timothy W. Kreke  
Employee Member

Dated: 4-23-08

Dated: April 23, 2008