

PUBLIC LAW BOARD NO. 4431

Parties
to the
Dispute

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

V.

BURLINGTON NORTHERN RAILROAD COMPANY

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:
: Case No.4
:
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:

STATEMENT OF CLAIM

1. The Carrier violated Rule 56 of the Agreement when it failed and refused to provide B&B Helpers D.G.Lode, R. Greger and R.R. McDonald passage back to the point where they were hired by the Company when the Carrier laid them off on March 29, 1985.
2. Because of the aforesaid violation, the Claimants shall be compensated for travel time, including mileage expense for using private automobiles, allowable under the provisions of Rule 35.

OPINION OF THE BOARD

Claimants Lode, Greger, and McDonald were laid off from their respective positions. Since Claimants could not hold other jobs, they proceeded by automobile to their homes. Claimants, however, contend that Carrier is obligated to pay them for time and expenses incurred while traveling. Claimants rely on Rule 56 for support of their claim for free travel:

RULE 56. RETURN TRANSPORTATION

Employees laid off account of reduction in force, will be passed back to point where hired on the Company.

They relied on Rule 35 (B) to support the amount of the claim:

RULE 35. TRAVEL TIME

B. An employee who is not furnished means of transportation by the Company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile on a mileage basis consistent with Company policy but not less than fifteen (15) cents a mile for the mileage from one work point to another.

This Board has reviewed the submission and is compelled to conclude that the passed back language in Rule 56 cannot be translated to mean that Carrier is obligated to pay laid off employees expenses for returning to their point of hire.

The fact that Petitioner has not filed a claim on this issue since 1971 when passenger service and all free transportation of any kind was eliminated by Carrier is indicative of the parties' understanding of Rule 56. We

support Carrier's contention that the instant claim has no merit.

AWARD

The Claim is denied.

R. E. Dennis
R.E. Dennis, Neutral Member

Maxine Timberman
Maxine Timberman, Carrier Member

Bruce H. Glover
Bruce Glover, Employee Member

May 3, 1989
Date of Approval