

NATIONAL MEDIATION BOARD

PUBLIC LAW BOARD NO. 4979

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and

NATIONAL RAILROAD PASSENGER CORPORATION

AWARD NO. 43

System Docket No. BMW-258

STATEMENT OF CLAIM

Claims for pay for certain employees of Tie Job Gang V-100 owing to their not being properly compensated when they were assigned to work at a location other than the Gang headquarters.

FINDINGS

This dispute concerns several claims under which the headquarters of Tie Job Gang V-100 was relocated but certain employees, the Claimants, were assigned to continue work at the Gang's previous location. The Organization contends that, in this circumstance, the Claimants were entitled to travel time and mileage allowance for travel from the new headquarters point to the assignment location. The Organization contends that Rule 29, District Units, has no provision for a crew to have two separate headquarters.

The Carrier contends that Rule 29 permits the arrangement here under review without requirement for travel time and mileage allowance. The Carrier notes that Rule 29-I provides that it may establish Tie Installation Units "not assigned fixed headquarters to work over a Seniority District", and that Rule 29-VI.4 provides as follows:

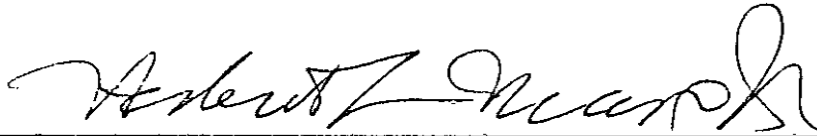
Each employee assigned to a position in a District Unit established under this Agreement will receive, in addition to regular earnings, a per diem allowance . . . for each working day in which he performs compensated service. This allowance is in lieu of any other allowance or provisions by rule, custom or practice relating to travel time, transportation, meals or lodging, however established.

The record shows that the Claimants remained at the previous location to complete specific tasks in relation to the Gang's general assignment. This can be readily distinguished from a previous claim, BMW-TC-139, in which the Carrier sustained a monetary remedy for a reassigned employee. In that instance, according to the Carrier's uncontradicted statement, the employee's reassignment "was completely unrelated to the nature of his unit's work".

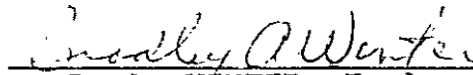
Further, the Carrier points to numerous position advertisements indicating headquarters as "various". While the Organization is correct that the Agreement does not specifically provide for more than one gang headquarters at a time, the Agreement also does not prohibit the type of assignment here under review.

A W A R D

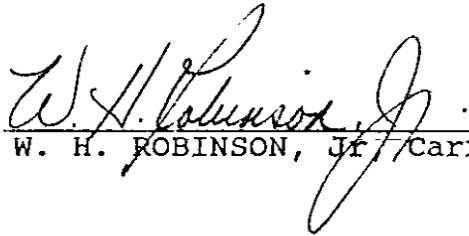
Claim denied.



HERBERT L. MARX, Jr., Chairman and Neutral Member



B. A. WINTER, Employee Member



W. H. ROBINSON, Jr., Carrier Member

NEW YORK, NY

DATED: 2/9/49