

PUBLIC LAW BOARD NO. 7599

AWARD NO. 25  
CASE NO. 25

PARTIES TO  
THE DISPUTE: Brotherhood of Maintenance of Way Employees Division  
IBT Rail Conference

vs.

Grand Trunk Western Railroad Company

ARBITRATOR: Gerald E. Wallin

DECISION: Claim denied

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier failed to properly compensate Tie Gang employees A. Delony and E. Gaines for travel time and mileage in connection with changing their reporting point headquarters from Pavilion, Michigan to Bellevue, Michigan on October 29, 2010 (System File 413/GTW-BMWED-2011-00003).
2. The Agreement was violated when the Carrier failed to properly compensate Tie Gang employees C. Livingston, A. Wade, S. Robinson, D. Cooney, D. Rock, J. Hitchings, E. Dilno, T. McLaren, S. Steele, P. Throop, J. Perez, R. Storey, R. Ries and A. Navarro for travel time and mileage in connection with changing their reporting point headquarters from Pavilion, Michigan to Bellevue, Michigan on October 29, 2010 and from Bellevue, Michigan to Durand, Michigan on October 31, *{sic}* 2011 (System File 412/GTW-BMWED-2011-00002).
3. As a consequence of the violation referred to in Part I above, Claimants A. Deloney and E. Gaines shall now each '... be compensated the combined forty (sic) (45) miles at \$.50 a mile and one (1) hour and fifteen (15) minutes of overtime at the overtime rate of pay (one and one half times), for the changes in headquarters on October 29, 2010.'
4. As a consequence of the violation referred to in Part *{sic}* (1) above, Claimants C. Livingston, A. Wade, S. Robinson, D. Cooney, D. Rock, J. Hitchings, E. Dilno, T. McLaren, S. Steele, P. Throop, J. Perez, R. Storey, R. Ries and A. Navarro shall now each '... be compensated the combined one hundred twenty (120) miles at \$.50 a mile and two (2) hours of overtime (one and one half times the rate of pay) for the changes in headquarters on October 29, 2010 and October 31, 2010.'"

(The two "*{sic}*" entries above have been supplied by the Board)

FINDINGS OF THE BOARD:

The Board, upon the whole record and on the evidence, finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties were given due notice of the hearing.


These two (2) consolidated claims were originally appealed to the Third Division where they remained until withdrawn for hearing before this Board. The record of handling on the property does not establish any jurisdictional problems that require intervention by us.

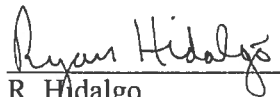
As a threshold matter, the Carrier urges dismissal because the two claims were handled separately on the property but were unilaterally combined by the Organization into one submission to this Board. Upon review, however, apart from insignificant differences, we find the two (2) claims to involve the same dates, issues, and rules. Therefore, the consolidation contributes to efficiency before this Board. Accordingly, the Carrier's objection lacks merit.

After applying well-settled principles of analysis to the on-property records of these claims, we find both claims must be rejected. Neither claim record establishes the work week in question was extended into rest days. As a result, the record does not establish the employees were required to change their reporting points during the work week, which is the requirement of Rule 16(j) to initiate time and mileage compensation.

AWARD:

The Claim is denied.

  
Gerald E. Wallin, Chairman  
and Neutral Member

  
R. Hidalgo,  
Organization Member

  
C. K. Cortez,  
Carrier Member

Date: 2-8-2018