

PUBLIC LAW BOARD NO. 6781

AWARD NO. 3

CASE NO. 3

Carrier File: 1390229

Organization File: 4RM-9522T CNW

PARTIES TO

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

vs.

Union Pacific Railroad Company
(former Chicago & North Western Transportation Company)

ARBITRATOR: Gerald E. Wallin

DECISION: Claim sustained in accordance with the Findings.

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it failed and refused to allow compensation for travel time and mileage to Machine Operator W. O. Harrington in connection with the change of his assembly point at Tama to Lisbon, Iowa, on December 15, 2003 (System File 4RM-9522T/1390229 CNW).
2. As a consequence of the violation referred to in Part (1) above, Machine Operator W. O. Harrington "**** must be compensated for one hour or travel time and \$18.75 for the 50 miles traveled, at the prevailing rate of \$.37.5 per mile."

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.

The instant Claim is a lead case that is intended to govern other similar claims being held in abeyance. Except for the amount of the mileage rate effective for the claim date, the operative facts do not appear to be in dispute from our review of the record.

On Monday, December 15, 2003, Claimant reported for work at Tama, Iowa, which was his designated assembly point for that day. He was instructed to perform work near Lisbon, Iowa for the day. He moved his machine to Lisbon and worked in that area as instructed. His ARASA supervisor provided him a ride back from the Lisbon area to Tama where he arrived at his regular quitting time. He was instructed to report to work the next day at Lisbon, which would become his new assembly point. At that time, the ARASA supervisor drove off to finish his work for the day elsewhere. There was no other company vehicle available for Claimant to use to travel to the newly designated assembly point at Lisbon. Claimant therefore drove his personal vehicle. Although the

mileage portion of the Claim seeks a rate of \$37.5 per mile, the Carrier's assertion that \$.36 per mile is the correct applicable rate for 2003 stands unchallenged in the record.

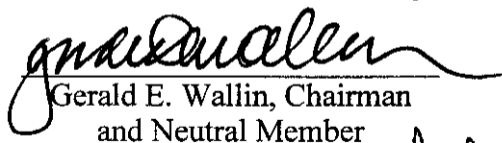
As noted in Awards No. 1 and No. 2 of this Board, the resolution of these kinds of claims requires that Rules 25 and 47 be read and applied together. The discussions from those two awards are incorporated herein by reference and need not be repeated.

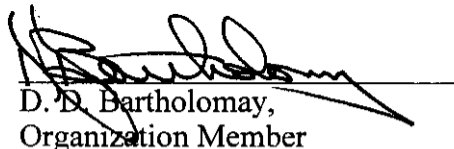
Contrary to the contention raised by the Carrier in its May 10, 2004 letter on the property, Claimant did not choose "... to return to Tama, IA to collect his personal camper." Rule 25 requires the Carrier to return employees to the same assembly point from which they started their workday to end their workday. Thus, any different assembly point cannot become effective sooner than the ensuing work day. Accordingly, because of Rule 25, the act of moving equipment from one geographical location to another during any one work day does qualify as Carrier-provided transportation from one work point to another during that day. On this record, therefore, when Claimant moved his work equipment from Tama to Lisbon, Iowa, the movement did not fulfil the Carrier's obligations under Rule 47 to provide transportation from one work point to the next.

Because of Rule 25, the obligation to provide transportation from one work point to another under Rule 47 arose *after* Claimant was returned to his Tama, Iowa assembly point. On this record, the Carrier did not provide transportation after that point in time. Accordingly, the Claimant is entitled to the mileage allowance for the distance involved but only at the rate of \$.36 per mile.

AWARD:

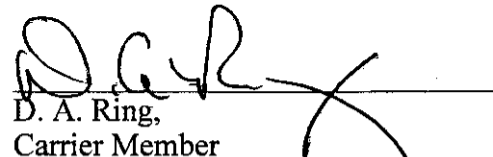
The Claim is sustained in accordance with the Findings.


Gerald E. Wallin, Chairman
and Neutral Member


D. D. Bartholomay,
Organization Member

Date: 12-16-05

I dissent


D. A. Ring,
Carrier Member

Dissent to follow