

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 209

Award No. 209

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

-and-

CONSOLIDATED RAIL CORPORATION

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 Messrs. C. L. Price, I. R. Burton, R. L. Foulds, E. L. Zalinski, C. W. Kramer and W. L. Farone for the time and mileage expended traveling from Centerville to Philadelphia, Pennsylvania and back to Centerville on January 24, 1996.

(2) As a consequence of the violation referred to in Part (1) above, the Claimants shall each be compensated as follows:

- 1) Riding time from Centerville to Philadelphia. Time and one half for foreman, driver, and machine operators
- 2) Time and one half for all Claimants for time on duty Philadelphia to Centerville.
- 3) Mileage reimbursement for all Claimants using personal vehicles, Philadelphia to Centerville.

FINDINGS:

This Board, upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

When the dispute before this Board arose the Claimants were assigned to the East Regional Production Units. They occupied various positions on System Rail Gang RP-112. The gang was headquartered in camp cars at Abrams Yard in Pennsylvania. The Claimants worked a regular schedule consisting of 10 hours a day Monday through Thursday. Friday, Saturday and Sunday were their rest days.

On Monday, January 22, 1996, the Carrier transported the gang from Abrams Yard to Centerville, Pennsylvania to assist in restoring service on the Port Road Branch following a blizzard. It is approximately 102 miles between Abrams Yard and Centerville. The gang was provided lodging at Centerville.

The Carrier offered to transport any member of the gang back to Abrams after their tour of duty on Wednesday, January 24, 1996, so that they could obtain their personal vehicles which had remained at their headquarters after the gang had been moved to Centerville. This would allow them to drive directly home from Centerville at the end of the workweek rather than return to Abrams to get their vehicles. It should be noted that many members of the gang resided in the Centerville area.

The six Claimants accepted the offer to be transported to Abrams to obtain their personal vehicles. After their tour of duty ended on January 24, 1996, the Claimants were transported by bus from Centerville to Abrams. They operated their personal vehicles back to Centerville that evening.

On February 14, 1996, the Organization filed a time claim on behalf of the Claimants pursuant to Rule 23, entitled WAITING OR TRAVELING BY DIRECTION OF COMPANY. It is the Organization's position that the Claimants were directed by the Carrier to travel from Centerville to Abrams then return to Centerville on Wednesday, January 24, 1996. Accordingly, they are entitled to:

- (1) Time and one-half pay for travel from Centerville to Abrams.
- (2) Time and one-half pay for travel from Abrams to Centerville.
- (3) Mileage reimbursement from Abrams to Centerville.

Conrail denied the time claims contending that the Claimants were not directed to make the trip to Abrams Yard on Wednesday, January 24, 1996. Rather, the trip was strictly voluntary. Members of the gang were offered transportation back to Abrams so that they could get their personal vehicles. This would allow them to drive directly home the next day at the conclusion of the workweek. The Carrier insists that Rule 23 is inapplicable under these circumstances.


This Board agrees with the Organization that the Claimants were entitled to compensation for the transportation from Centerville back to Abrams Yard, their headquarters. They had been diverted from their headquarters at the direction of the

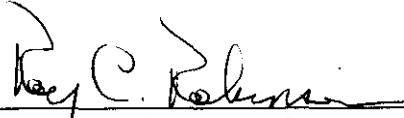
Carrier. Consequently, they are entitled to compensation for the transportation back to their headquarters. The Claimants will therefore be compensated two hours each at the overtime rate for the trip from Centerville to Abrams on January 24, 1996.

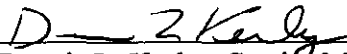
In our view, the Claimants are not entitled to compensation and/or mileage reimbursement for the return trip from Abrams Yard to Centerville since this trip was for their personal convenience to enable them to get their private vehicles. Under Rule 23(e) employees are not allowed time while traveling for personal reasons. This part of the claim is denied as a result.

AWARD: Claim sustained to the extent indicated in the Findings.

Carrier is directed to make the within Award effective on or before thirty (30) days from the date hereof.


Robert M. O'Brien, Neutral Member


Roy C. Robinson, Employee Member


Dennis L. Kerby, Carrier Member

Dated: 4/30/02