

SPECIAL BOARD OF ADJUSTMENT NO. 1048

Award NO. 85

Parties to Dispute:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AND

Norfolk and Western Railway

Statement of Claim:

1) The Carrier violated the Agreement when it failed/refused to provide C. D. Wade, W. B. Baker, G. D. Elkins and J. given travel time allowances or mileage while assigned to work away from their assigned headquarters' territory in March and April 1996.

2) As a consequence of the violation described in Part (1) above, the Carrier shall now: (a) allow Claimant Wade 32 straight time hours of travel time allowance calculated at two (2) minutes per mile and \$297.60 mileage for traveling 960 miles in his personal automobile to get from his assigned territory to his temporary work site during the instant claim period calculated at thirty-one (31) cents per mile; (b) allow Claimant Baker 34.6 straight time hours of travel time allowance calculated at two (2) minutes per mile and \$322.40 mileage for traveling 1040 miles in his personal automobile to get from his assigned territory to his temporary work site during the instant claim period calculated at thirty-one (31) cents per mile; (c) allow Claimant Elkins 76.5 straight time hours of travel time allowance calculated at two (2) minutes per mile and \$711.76 mileage for traveling 2,296 miles in his personal automobile to get from his assigned territory to his temporary work site during the instant claim period calculated at thirty-one (31) cents per mile; (d) allow Claimant Given 70.3 straight time hours of travel time allowance calculated at two (2) minutes per mile and \$654.10 mileage for traveling 2,120 miles in his personal automobile to get from his assigned territory to his temporary work site during the instant claim period calculated at thirty-one (31) cents per mile

(File No. MW-ROAN-96-28)

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and this board is duly constituted by agreement under Public Law 89-456 and has jurisdiction of the parties and subject matter.

AWARD

After thoroughly reviewing and considering the record and the parties' presentations, the Board finds that the claim should be disposed of as follows:

Claimants were machine operators holding seniority on Carrier's Eastern Region. They were assigned to a traveling brush cutting gang. During March and April 1996, they were lodged at Harrisonburg, Virginia. During this period, Carrier required them to perform work on the Chesapeake and Western Railroad. The Organization contends that because Carrier force assigned the Claimants to work outside their territory, Carrier is liable to them for travel time and travel expenses from their homes to their assembly point in Harrisonburg.

The applicable rule is Rule 43(I), which provides in relevant part:

(c) When such employees are required by Management to travel from one work point to another, time spent in such traveling will be paid for at straight time rate during or outside of regularly assigned hours.

(d) Such employees will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembly points, or for other personal reasons.

(e) When such an employee is not furnished means of transportation by the Company from one work point to another and he uses other forms of transportation for this purpose, he shall be reimbursed for the cost of such other transportation. If authorized to use 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 at the applicable rate. If an employee's work point is changed during his absence from work point on a rest day or holiday, this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

Thus, it is clear under Rule 43(I) that employees are entitled to travel time and expenses when traveling from their lodging point to another lodging point or to their work location. Rule 43(I)(d) makes it clear that employees are not entitled to travel time and expenses for transportation between their homes and their lodging points, yet that is the relief that the Organization seeks.

The Organization has not claimed that Carrier violated the Agreement by requiring Claimants to work on a foreign railroad. Rather, it claims that when Carrier required Claimants to work on a foreign railroad, it became obligated to pay them travel time and expenses from their homes. We see no basis in the Agreement for such a claim.

Claim denied.



M. H. Malin



R. A. Lau
Organization Member



D. L. Kerby
Carrier Member

Issued at Chicago, IL on June 18, 1999