

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 293

Case No. 293

Parties Brotherhood of Maintenance of Way Employees
to and
Dispute Union Pacific Railroad Company
(Former Missouri Pacific Railroad Company)

Statement

of Claim: (1) Carrier violated the current working agreement, especially Rules 2, 18, 25 and 26, when on Friday, November 8, 1985, sixteen members of Gangs 5352, 8356 and 8263 who were headquartered in the North Little Rock Terminal by bulletin were instructed to report to Biddle Yard in the Little Rock Terminal, which constituted a change of headquarters.

(2) The sixteen employees involved should now be allowed meal allowance of \$9.00 per day, travel time at the pro rata rate for forty minutes per day, and mileage of twenty cents a mile for twenty miles per day from November 8, 1985, until employees are returned to their assignment headquarters. Also, that claims be allowed to exercise seniority, if they desire to, and that claim be allowed to each until they do so.

Findings: This Board has jurisdiction by reason of the Parties Agreement January 5, 1979.

These claims arose when the 16 claimants, who were members of Section Gangs 5352, 8356 and 8263, were instructed on November 8, 1988 to assemble at Biddle Yard (Old Rock Island) some 3 1/2 miles away, to perform work there required instead of assembling daily, as formerly, at another area within the North Little Rock Terminal.

The Employees contend that the Claimants are entitled to a daily meal allowance, 20 cents per mile, and travel time of 40 minutes, until returned to their headquarters and, if desired, that they each be allowed to displace because of a change in their headquarters. The alleged supporting agreement rules cited were 2-Seniority Rights, 18-Starting Time, 25-Temporary or Emergency Travel Time, and 26-Meal and Lodging.

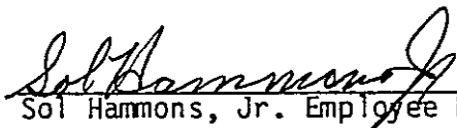
This is not a case of first impression. Previously, our Board, in its Award No. 50, denied a similar claim, holding:

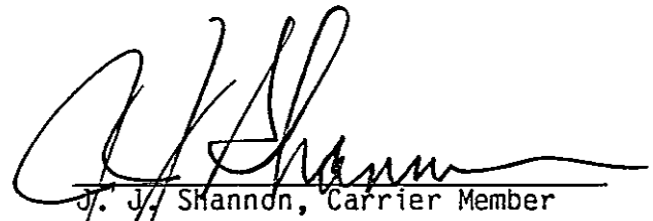
"We note that Rule 25 provides that - Employees will not be allowed time while travelling***between their homes and designated assembling points***.

It is not reasonable to say that the former practice of limiting assembly points to the St. Louis city limits for a gang established to work west of the river (City of St. Louis) is now applicable to the revised gang advertised to cover the entire St. Louis Terminal. In view of the provision of that rule that different assembling points may be designated and its prohibition of time allowance from the employees' home thereto, it appears that the claim is without merit. That determination is confirmed by awards of the Third Division, National Railroad Adjustment Board, No. 4527 and No. 588."

These claims, as therein, will also be denied.

Award: Claims denied.


Sol Hammons, Jr. Employee Member


J. J. Shannon, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued February 6, 1989.