

Award No. 1801

Docket No. 1628

2-PULL-CM-'54

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'

DEPARTMENT, A. F. of L. (Carmen)

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES: (1) That under the current agreement the following named Car Cleaners were improperly denied travel time compensation in the amount of 5½ hours at the time and one-half rate on the dates set forth opposite their names:

R. Terry, March 10, 11 and 12, 1952

H. Johnson, March 10 and 11, 1952

V. Henderson, March 12, 1952

(2) That accordingly the Carrier be ordered to compensate the aforesaid Car Cleaners in the amount of 5½ hours at the time and one-half rate for each date set forth above opposite their names.

EMPLOYEES' STATEMENT OF FACTS: Car Cleaners R. Terry, H. Johnson and V. Henderson, hereinafter referred to as the claimants, are employed as such by the carrier at the 30th Street Yards, Philadelphia, Pennsylvania with regular bulletined hours of 8:00 A. M. to 4:30 P. M. The claimants home station is 30th Street Yards, Philadelphia, Pennsylvania. The claimants reside in Atlantic City, New Jersey, commuting daily between Atlantic City, New Jersey and Philadelphia, Pennsylvania. On Saturday, March 8, 1952, Claimant R. Terry was ordered by the foreman not to report for work on his regular bulletined assigned position at the 30th Street Yards in Philadelphia on March 10, 11 and 12, 1952, but ordered him to report and work at Atlantic City from 8:00 A. M. to 4:30 P. M. to help condition Pullman cars which were cars used in the convention movement of the Addressograph-Multigraph 1952 Hundred Club held in Atlantic City.

Claimants Johnson and Henderson were likewise ordered to report at Atlantic City to condition cars which was a part of the movement on the dates shown opposite their names in the claim.

Finally, the company has shown that the proper penalty payment for work not performed is at the straight time rate. The claim should, therefore, be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Claimants are car cleaners employed by the carrier at the 30th Street Yards, Philadelphia, Pennsylvania, it being their home station. Claimants reside at Atlantic City, New Jersey, commuting daily between their place of residence and their home station at their own expense. On certain dates set forth in the claim, claimants were required to report for duty at Atlantic City during their regular assigned hours, 8:00 A. M. to 4:30 P. M. Claimants assert they are entitled to travel time between their home point and Atlantic City under the provisions of Rule 15, current agreement. This rule provides:

“An employee sent away from his home station for special or technical training, or to service and maintain equipment involved in special train movements, such as for Mardi Gras, Derby Day, President's Inauguration, large conventions, etc., shall be paid for all time waiting or traveling from time designated to leave home station until his arrival at point to which sent, straight time rate for straight time hours and overtime rate for overtime hours in accordance with the practice at home station. . . . On the return trip to home station, the provisions of this paragraph shall apply.”

The foregoing rule clearly provides for payment of all waiting or traveling time while working away from the employe's home station. It does not contemplate payment for waiting or traveling time not actually performed. The time claimed was beneficial to the employe and not to the carrier. Liability accrues to the carrier only when it is necessary for an employe to actually travel or wait in connection with the carrier's business at a place other than his home station. A reasonable construction of the rule can lead to no other result. The claim is not valid under the rule cited.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July, 1954.