



Award No. 4806

Docket No. 4759

2-PRR-MA-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis J. Robertson when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 152, RAILWAY EMPLOYEES'

DEPARTMENT, A. F. OF L.—C. I. O. (Machinists)

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Carrier violated the Agreement and unjustly denied Machinist E. A. Leonhard reasonable traveling expenses incurred while in attendance at meeting of the Carrier at Buffalo, New York on May 16, 1963.

2. That Carrier be required to reimburse Machinist E. A. Leonhard for said traveling expenses in the amount of \$11.22.

EMPLOYEES' STATEMENT OF FACTS: This dispute arose at the carrier's diesel shop at Enola, Pa., where claimant is regularly employed and assigned as a machinist on the "C" trick. Claimant also serves as local chairman of the Machinists of System Federation 152 at that point.

In a letter dated May 1, 1963, carrier, in connection with the transfer of maintenance work on certain diesel locomotives from Northumberland, Pa., to Enola, Pa., notified claimant that a meeting was to be held at 9:30 A.M., May 16, 1963, at Buffalo, N.Y. The meeting was for the purpose of working out the details of the transfer of work, and claimant was requested to attend.

Buffalo, N.Y., is approximately 320 miles distant from Enola, Pa., where claimant is regularly employed and where the work was to be transferred to; and is approximately 258 miles distant from Northumberland, the point from which the work was to be transferred.

Claimant, as local representative of the machinists at Enola, attended the meeting in Buffalo on May 16, 1963, and his attendance there necessitated his being away from his regular position at Enola on May 15 and 16, 1963.

Using the only rail transportation available, claimant left home on the evening of May 15th, and, traveling all night, arrived in Buffalo at approximately 9:40 A.M. May 16th, or just about in time for the meeting. In order to have sufficient rest to permit him to attend to the business of the meeting (which lasted all day), claimant engaged Roomette No. 4 on sleeping car B-575, at a cost to him of \$11.22.

CONCLUSION

The carrier has shown that the rules agreement was not violated and that the claimant is not entitled to the compensation claimed.

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the employe in this matter.

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.

Parties to said dispute were given due notice of hearing thereon.

This claim is for expenses incurred by a Local Chairman for Pullman accommodations while traveling from Enola to Buffalo, New York, to attend a meeting in connection with the transfer of maintenance work on certain diesel locomotives presently maintained at Northumberland, Pa.

The employes base this claim on an asserted violation of Rule 8-G-1 and Rule 3-C-3(b). The former provides that the Company will not discriminate against any committeemen who from time to time represent other employes and will grant them leave of absence and "free transportation" when delegated to represent other employes. The language of Rule 8-G-1 as developed by the Carrier in its submission clearly indicates that the words "free transportation" as used therein did not include Pullman accommodations. We are not persuaded that Rule 4-E-2 providing for the furnishing of accommodations on a sleeper in lieu of lodging is inconsistent with this conclusion. As a matter of fact it clearly indicates that when Pullman accommodations are required to be furnished in addition to "free transportation" the parties found it necessary to specifically so state.

Rule 3-C-3(b) is the provision which covers the transfer of work from one seniority district to another and states in pertinent part that details of the transfer shall be worked out locally between the Management and the interested employe representative. It is the employes' view that because the meeting in Buffalo (approximately 320 miles from Enola) it was held in violation of this rule and accordingly the carrier should reimburse the claimant for the additional travel costs involved in using Pullman accommodations. It is worthy of note that the General Chairman by letter to the carrier indicated his willingness to attend the meeting in Buffalo by letter to the carrier in which he notified the latter who the interested Local Chairmen were and he (the General Chairman) took no exception to the meeting being held in Buffalo. Thus, aside from the substantial question of whether or not there is any casual connection between an asserted violation of Rule 3-C-3(b) and a claim for travel expense incurred in using Pullman accommodations, at least in this particular instance the General Chairman acquiesced in the carrier's proposal to hold the meeting in Buffalo. Under these circumstances, the employes are stopped from asserting that the rule was violated on this occasion.

We find the claim to be without rule support and accordingly that a denial award is in order.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January, 1966.