



Award No. 4960

Docket No. 4857

2-PRR-MA-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the controlling agreement by denying Machinist J. R. Carlin ten (10) hours additional pay, at the overtime rate, for service performed beyond his regular tour of duty on Wednesday, May 16, 1962.

2. That the Carrier be required to compensate Machinist J. R. Carlin for ten (10) hours pay, at the overtime rate of his regularly assigned position, for Wednesday, May 16, 1962.

EMPLOYEES' STATEMENT OF FACTS: Claimant in this case holds a regular assignment as machinist at the carrier's heavy repair shops, located at Wilmington, Delaware. At the time this dispute arose he was also serving as machinist local chairman, representing the machinist craft employees at that point.

On May 7, 1962, the carrier's superintendent of personnel notified the interested authorized union representatives, of which claimant was one, that he had scheduled a meeting for 2:30 P. M., May 16, 1962, at Altoona, Pa., for the purpose of working out the details of a transfer of certain air brake work from the Wilmington Heavy Repair Shops to the Altoona Heavy Repair Shops.

The superintendent of personnel's office was located at Altoona, Pa., and the distance by rail from Wilmington, Delaware, to Altoona, Pennsylvania, is approximately 270 miles.

Claimant's regularly assigned tour of duty was, at the time, from 7:00 A. M. to 3:30 P. M., daylight saving time, one-half hour of this constituting his lunch period. In order to attend the scheduled meeting at Altoona, claimant, on the date in question, was required to leave his home point of Wilmington at 7:15 A. M. He arrived in Altoona just in time for the meeting.

disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules and working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreements between the parties to them. To grant the claim of the employees in this case would require the board to disregard the agreements between the parties hereto and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The board has no jurisdiction or authority to take such action.

CONCLUSION

The carrier has shown that claimant was properly compensated under the applicable rule of the schedule agreement between the parties; that the rules cited by the employees offer no support to their claim; that claimant is not entitled to the compensation claimed.

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the employees 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 employees 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.

The claim is that the Carrier violated the Agreement by denying Claimant ten hours' additional pay at overtime rate "for service performed" beyond his regular tour of duty on May 16, 1962.

On April 19, 1962 the Superintendent of Personnel at Altoona notified the Organization's General Chairmen at Philadelphia, Wilmington and Bellwood by letters, with copies to the two Local Chairmen involved, including Claimant Carlin, the Local Chairman at Wilmington, that certain work would be transferred from Wilmington Shops to a shop at Altoona, 270 miles away in another seniority district, and requesting a conference in his office on April 30th. At the request of the General Chairmen the conference was twice postponed, and eventually held there on May 16.

Rule 3-C-3 relates to the transfer of work from one seniority district to another. Section (a) entitles those whose jobs are abolished to follow the work to be transferred, and provides for notice to their duly accredited representatives. This provision was complied with by sending Claimant copies of the three letters to the General Chairmen concerning the conference which were not directed to him and did not direct his attendance nor order him to perform any service for the Carrier.

Section (b) requires that notices be posted in both districts, showing the number of positions to be abolished in the district from which the work is

to be transferred, and that details of the transfer be worked out locally between Management and the authorized employee representatives.

The record does not show whether the details of the transfer which concerned Wilmington were worked out at the Altoona meeting or subsequently.

In its Submission the Carrier makes this statement:

"At a regularly scheduled monthly meeting in Wilmington on April 12, 1962, General Chairman A. E. White and Local Chairman J. R. Carlin were advised that certain work would be transferred from Wilmington to Altoona. General Chairman White then requested a joint conference with the Machinists' Local at Altoona and Management."

The Employees' Rebuttal does not discuss or mention that statement; but it denies in general terms "all allegations or implications of the Carrier designed to support its position not specifically answered." Under the circumstances, we do not conclude that the designation of the conference place originated with the Employees; but the record does not show that any objection was voiced by them or by Claimant during the intervening period of about four weeks, although the General Chairmen requested two postponements.

The meeting was attended by Organization representatives from both points. Claimant was able to attend the meeting by leaving Wilmington shortly after the start of his regular 7:00 A.M. to 3:30 P.M. assignment; but there was no return train until 6:45 P.M.; it reached Wilmington at 11:48, but Claimant apparently lives in another town and did not arrive home until 1:30. His original claim was for these ten hours which he said "represent the time I spent attending and returning from this meeting, beyond my regular tour of duty". Thus the claim is for overtime and travel time pay in addition to pay for his regular shift, for attending the meeting as Local Chairman.

The only provision cited concerning pay for local chairmen as such is the second paragraph of Rule 8-G-1, which provides as follows:

"Where practicable, conferences between local officials and local committees will be held during regular working hours without loss of time to committeemen, and when payment for such time is made, such time will be considered as compensated service for both vacation and holiday qualifying time."

In other words, such conferences are if possible to be held during the local chairman's regularly assigned hours, and "without loss of time" to him, which clearly means that he will not be docked for being away from his regular assignment. It is expressly provided that the regular working hours used in conferences shall be included for both "vacation and holiday qualifying time".

This rule makes it very clear that with regard to conferences during his regularly assigned hours the local chairman shall not lose any wages or vacation or holiday rights. But it makes no provision for overtime or travel pay. On the contrary, the rule entitles him to "leave of absence and free transportation when delegated to represent other employees." In this instance

a leave of absence was not required, and his transportation was apparently provided. This Board cannot add to the rule by requiring payment for overtime or travel time, and this would be true even if Claimant had protested the holding of the conference at Altoona and if the record showed that the Wilmington details of the transfer were worked out there.

Rules 4-G-1 and 4-H-1 provide overtime and travel time pay for road service and temporary duty at outlying points; but Claimant performed no service for the Carrier. He represented the Organization at the conference, and that is why under the second paragraph of Section 8-G-1 he did so without loss of time rather than on leave of absence under the first paragraph.

The Carrier fully complied with Rule 8-G-1 by paying Claimant for his regular hours, and did not violate any provision of the Agreement by refusing pay for overtime or travel time.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September, 1966.