

**Award No. 3841
Docket No. 3845
2-NP-EW-'61**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee William E. Doyle when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 7, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

NORTHERN PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Communication Supervisor C. J. Price improperly performed work on September 18, 1959.
2. That accordingly Communication Maintainer E. E. Potter is entitled to be compensated in the amount of five (5) hours pay at the straight time rate for September 18, 1959.

EMPLOYEES' STATEMENT OF FACTS: E. E. Potter, hereinafter referred to as the claimant, is assigned to the position of communication maintainer at Seattle, Washington by the Northern Pacific Railway Company, hereinafter referred to as the carrier. Said position is paid a monthly rate pursuant to Rule 20 of the current controlling agreement for communication department employees.

On September 18, 1959, Communication Supervisor C. J. Price, whose office is at Seattle, Washington, travelled to Easton, Washington and performed work normally assigned to the claimant. Claim was presented to the carrier on October 10, 1959 to the effect that the claimant was entitled to five hours computed at straight time rate because of Mr. Price's violation of the rules.

Mr. D. C. Hill, superintendent of communications agreed that Mr. Price did violate the rule in performing this work and was agreeable to allow the claimant thirty (30) minutes at the straight time rate but disallowed four (4) hours and thirty (30) minutes which they claimed was travel time.

The carrier submits that the claim covered by this docket should be denied in its entirety.

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.

Must travel time as well as actual performance time be paid where a communications supervisor performed work which would be normally performed by the claimant?

Carrier concedes that the claimant would have been allowed to do this work under normal circumstances and that the supervisor was not performing the task as an incident to his job as a supervisor.

A total of four and one-half hours travel time is in issue. The thirty minutes of performance time is not challenged by the Carrier. Division along this line has been made by Carrier.

Claimant relies on Rule 14 which provides that "operating or riding on track cars, automobiles or highway trucks by direction of the management is work and will be compensation as such."

Carrier's position is that the rule contemplates **actual** travel time and that here the employe did not travel, and further that he was on a monthly salary and would have traveled on company time.

If actual loss is to be the proper criterion there would be no basis for allowing **any** of the claim because claimant would have performed the work during working hours and it would have been covered by his salary. The allowance was for "constructive" work and recognition of this principle applied to the work makes the Carrier's effort to effect a separation of travel time and work time illogical. So without characterizing this as penalty time or payment for work not performed we hold that it is compensable.

We conclude that the cited rule covers the travel time in question and that it should therefore be allowed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of September 1961.