

The Second Division consisted of the regular members and in addition Referee Kay McMurray when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Chesapeake and Ohio Railway Company

Dispute: Claim of Employee:

1. That the Chesapeake and Ohio Railway Company violated the current working agreements when Electronic Maintainer J. M. Turner was denied compensation for eight hours pay at the time and one-half rate for April 25, 1978, for transporting company material to and from Willard, Ohio from his headquarters of Walbridge, Ohio, while attending Harris Radio School.
2. That the Chesapeake and Ohio Railway Company be ordered to additionally compensate Electronic Maintainer J. M. Turner eight hours at time and one-half, which was his assigned rest day.

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 waived right of appearance at hearing thereon.

There is no dispute with respect to the facts in this case. Claimant, Mr. Turner, was assigned as an Electronic Maintainer at Walbridge, Ohio. On Tuesday, April 25, 1978, one of his rest days, he was assigned to attend the Harris Radio School in Willard, Ohio, for job related instructions. As a means of transportation, Mr. Turner drove a company truck to Willard and back, consuming approximately ninety minutes travel time in each direction.

There is a letter of agreement signed by the parties which covers such matters. That agreement provides:

"... it is not intended that employees will suffer any loss of pay as a result of attending such school ... if an employee ... must attend classes on his ... rest days, it is not intended that he will be allowed additional compensation on that account ... If instructed to travel outside regularly assigned work hours ... the employee will be allowed the straight time hourly rate of his regular position for such travel."

In accordance with the letter of Agreement, Claimant was paid for four hours at his regular rate for the approximately three hours of travel.

The claim herein arises by virtue of the fact that some company material was carried in the truck which Mr. Turner was driving. The contention is that hauling company material is work and Claimant should be paid at the rate he would have received for working on his day off.

The record does not indicate the type of material hauled nor whether or not it was off loaded. The Organization does not allege that Claimant did any work other than to drive the truck. Claimant's assignment on the day in question was to attend school and he was properly compensated in accordance with the letter of agreement. The Organization takes no exception to the utilization of a truck for transportation. It merely claims that since there was company material on the truck Claimant must be paid for a day's work. It does not point to any rule or contractual obligation for such payment other than the general requirement that an employee will be paid for work accomplished. We find that Claimant was properly compensated for attending the school. Based on the record he was not inconvenienced in any manner by virtue of the fact that company material was on the truck. Under such conditions we have no alternative but to deny the claim.

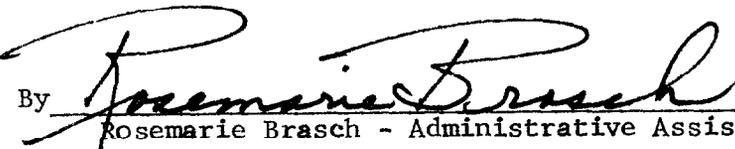
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of March, 1981.