

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
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the current agreement particularly Rule 1 when last half of July, 1978 pay period, Electrician Ed Leach was docked \$129.88.
2. The claim to Electrician Ed Leach, account of walk around with O.S.H.A. on company property for \$129.88 plus 10% interest to be made whole for time withheld by St. Louis-San Francisco Railway Company.

Findings:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Claimant, Mr. Leach, herein requests payment of wages on four separate days because he accompanied an O.S.H.A. representative on a safety inspection tour of the shop. The carrier refused to pay the claim for the reasons that Mr. Leach was absent from his normal duties, was not working for them, and was not directed by the carrier to perform the inspection.

The record reveals with respect to this claim that on July 25, 1978, an O.S.H.A. inspector requested a meeting with all shop craft local chairmen. The meeting was arranged by the carrier and all participants were paid by the carrier for that session since it asked the parties to attend. Following that session Claimant accompanied the inspector on four separate days without further direction from the carrier. The carrier points out that it did not direct Mr. Leach to accompany the inspector, he was absent from his work assigned and therefore he is not entitled to pay.

The organization seeks to prove that past practice lends validity to the claim. In so doing it cites Rule 34 (H) which reads in pertinent part:

"Conferences between local officers and local committee to be held during regular working hours without loss of time."

In the case at bar the conferences were not between local officers and local committee. The conferences were between local committee and an O.S.H.A. inspector. The carrier's officers were not present at any time. Refusal to pay is not a violation of Rule 34 (H).

The Organization further contends that the carrier is attempting to handle this one safety inspection differently from all others. It points out that carrier representatives and union representatives have conducted many safety inspections jointly without loss of time. It cites numerous exhibits which read essentially as the one contained in the submission:

"Please be informed that in 1977 I was requested by ... the General Superintendent ... and an O.S.H.A. representative to accompany them on their inspection of the old paint shop ... I was paid by the carrier during the time spent with the inspection."

The claims and exhibits tend to buttress the carrier's position. In all instances the carrier officers were present and the letter explicitly states that the participant was requested to attend. There is no evidence in the record that a participant received pay under the conditions outlined in this claim. Past practice supports the carrier's contention.

Additionally, the Organization maintains that the claim should be paid for the reason that the O.S.H.A. inspector informed them that he had been told it would be paid. This Board's jurisdiction is constrained by the contractual relationship between the parties and there is no evidence in the record that the relationship provides for duty authorization from a source outside the carrier.

Based on the foregoing and the entire record we find that Claimant was not directed or accompanied by carrier officials during the inspections under consideration. There is simply no contractual basis upon which we can direct the carrier to make payment award.

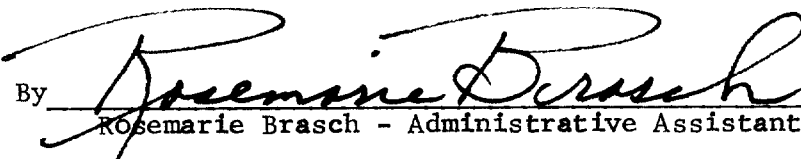
A W A R D

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.