

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12673
Docket No. 12481
94-2-92-2-17

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

(International Association of Machinists and
(Aerospace Workers
PARTIES TO DISPUTE: (
(The Kansas City Southern Railway Company

STATEMENT OF CLAIM:

"DISPUTE - CLAIM OF EMPLOYEES

That the Kansas City Southern Railway Company violated Rules 6 and 7 in particular, but not limited thereto, of the Current Controlling Agreement between the International Association of Machinists and the Kansas City Southern Railway, when it harshly and unjustly refused to pay Machinist E. A. Riley, III, for nine (9) hours pay at the time and one half rate account he was required by the Carrier to attend a formal investigation on May 22, 1991, in his own behalf, after having just completed working the third shift the night before.

RELIEF REQUESTED

That the Kansas City Southern Railway Company compensate Machinist Riley for nine (9) hours pay at the time and one half rate, for attending an investigation on May 22, 1991, as required by the Carrier."

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.

Claimant was cited to attend an Investigation in connection with a personal injury he sustained while on duty. The Investigation was held starting at 9:00 AM, May 22, 1991, following Claimant's completion of his third shift assignment that morning. After the Investigation was concluded and Claimant was found to be guilty of the charge, he submitted a time slip for 8 hours additional compensation for time required to attend the Investigation. The additional compensation sought was not allowed on the basis that "no provision of the controlling Agreement [provided] for payment."

Before this Board the Organization argues that payment is required under Rules 1, 2 and 6, of the Agreement. With this the Board is unable to agree. Rules 1, 2 and 6, deal with "days work," "services, duties and operations," and "overtime." None contains a reference to payment for attending Investigations by the principal of the Investigation. If a charged employee is to be paid for attending his own Investigation then the Agreement must provide for this entitlement. Rules 1, 2 and 6, fairly read, do not specifically establish this result. The Organization failed to demonstrate that the Agreement requires payment to an employee to attend his own Investigation.

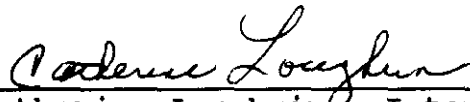
The claim is without merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 16th day of March 1994.