

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30962
Docket No. MS-29991
95-3-91-3-397

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (D. P. McMahon
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(Consolidated Rail Corporation

STATEMENT OF CLAIM"

"Please accept this as a claim for \$1364.49 for attending hearing to give statement at Ft. Wayne, Indiana, during week of April 1st to April 5th 1990 as per rule 15 paragraph (a) and (c) of Agreement between Consolidated Rail Corporation and American Train Dispatcher Association. This claim is for actual time consumed outside of regular working hours minus actual pay received."

FINDINGS:

The Third 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.

At the relevant time, Claimant held the position of Relief Train Dispatcher at Pittsburgh, Pennsylvania, Friday and Saturday as rest days. During the period Sunday, April 1, through Thursday, April 5, 1990, Claimant attended a hearing at Fort Wayne, Indiana, where, at the direction of the Carrier, Claimant gave a statement concerning a collision which occurred while he was working. Claimant received his straight time rate for the days in dispute and was further reimbursed for all appropriate meals, lodging and travel expenses. In this claim, Claimant seeks overtime for time spent making the trip and for all time spent in Fort Wayne.

Rule 15(a) provides that an employee required to give statements "shall not suffer a loss in compensation." Claimant was paid consistent with that Rule. Rule 15(c)'s provision that an employee be "compensated for the actual time consumed outside his regular working hours at the time and one-half rate" is not applicable. That provision also requires that such actual compensation be paid "on a day he performs service under this agreement." On the dates in question, Claimant did not perform service. Nor did any of the relevant days fall on one of Claimant's rest days.

No rule support exists for the additional compensation sought by Claimant.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 26th day of July 1995.