

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31322
Docket No. MW-31939
96-3-94-3-310

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

(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (New Orleans Public Belt Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier instructed Bridge Patrolman J. J. Bertucci to report to its attorney's office on April 21, 1993, at 9:30 A.M. to develop facts and elaborate on an accident that occurred on the Hewy P. Long Bridge and failed to properly compensate him for his time and mileage in connection therewith (System File MW-92-1 NOPB).
- (2) As a consequence of the violation referred to in Part (1) above, Claimant J. J. Bertucci shall be compensated for "... 2 hours and 40 minutes at his respective overtime rate of pay, mileage of 27 cents a mile because claimant used personal vehicle to perform work and for parking fee."

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.

Claimant was instructed to report to one of Carrier's attorneys to provide information concerning an auto accident that occurred on the Hewy P. Long Bridge while he was on duty. Carrier compensated Claimant 1 hour and 30 minutes at the time and one-half rate for the time required to attend the meeting, under Rule 27, Attending Court and Investigations. The Organization claims that Claimant should have been compensated under Rule 22, Calls. Claimant was also allowed mileage at 17 cents per mile, the rate Carrier reimburses its officers for use of their personal vehicles. The Organization claims that Claimant should have been paid 27 cents per mile. Further, Claimant was reimbursed \$4.25 for the parking fee.

Upon review of the entire record the Board concludes that Claimant should have been paid for his time under Rule 22. He was not attending Court or participating in an Investigation. He was called out after scheduled working hours to perform a service for the Carrier. The claim for compensation under Rule 22 will be sustained, less the amount already received under Rule 27.

With respect to the claim for mileage at 27 cents per mile, the Organization pointed to no Rule that would require payment at a higher rate than that established for officers and other employees that are required to use their personal vehicles in the conduct of Carrier business. We note that following the conference held on October 12, 1993, the Organization conceded that aspect of the claim which, in any event, would have been denied.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of January 1996.