

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Norris C. Bakke, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Grand Trunk Western Railroad, that:

1. Carrier violated agreement between the parties hereto when it failed and refused to compensate W. G. Martin for attending investigation at the request of proper official of the Carrier at Stillwell, Indiana, on November 29, 1955, and

2. Carrier shall compensate W. G. Martin for two hours and thirty-five minutes at time and one-half pro rata rate (pro rata rate \$1.842 per hour). Total \$7.14.

EMPLOYES' STATEMENT OF FACTS: There is in full force and effect a collective bargaining agreement entered into by and between Grand Trunk Western Railroad Company, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers hereinafter referred to as Employees or Telegraphers. The agreement was effective November 1, 1955, and is by reference included in this submission as though set out herein word for word.

The dispute involved herein arises out of interpretation of the collective bargaining agreement and has been handled in the usual manner through the highest officer designated by Management to handle such disputes and remains unadjusted. This Division under the provisions of the Railway Labor Act, as amended, has jurisdiction of the parties and the subject matter.

W. G. Martin, the Claimant herein, is the regular assigned second shift telegrapher at Stillwell, Indiana, having a work week of Wednesday through Friday as work days and Monday and Tuesday as rest days. The assigned hours are 3:00 P. M. to 11:00 P. M. The pro rata hourly wage rate was on the date of this claim \$1.842 per hour.

On the 21st day of November, 1955, Mr. Martin received the following letter from R. W. Knapp, holding the position of Trainmaster for Carrier:

OPINION OF BOARD: On the 21st day of November, Claimant received the following notice from the Trainmaster:

"You are hereby notified to attend an investigation at 8:00 A. M. C. S. T., on Tuesday, November 29, 1955, at the Depot at Stillwell, Ind., to determine your responsibility in failing to comply with agents instructions in the manner of delivering of pay checks at Stillwell, Indiana.

"You have the right to be accompanied at this investigation, without expense to the company, by a representative of your own choosing, and to present witnesses in your own behalf. You will be given the opportunity to present testimony and to question others who may testify at the investigation."

Question here is whether Claimant is entitled to pay for attending an investigation where he is the subject of the investigation.

The rule he relies on (Rule 16) as applicable here, reads as follows:

"An employe called to attend court or investigation at the request of a proper official of the Company, shall receive the same compensation as if on duty.* * *"

In view of the fact that the Organization relies on no Award of this Division we are of the opinion that this case falls within the "mutuality of interest" rule as recognized by us in Award 4909, a strikingly similar situation.

Our conclusion is that the Carrier did not violate the agreement and the claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier did not violate the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 25th day of June, 1959.