

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

FLORIDA EAST COAST RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Florida East Coast Railway Company that:

(a) The Carrier violated the current Communications-Signal Department Agreement, as amended, particularly paragraphs (a) and (b) of Rule 8, when it required employes covered by that agreement to attend rules classes outside regular working hours during July, 1962, and did not compensate them for that time.

(b) The Carrier be required to compensate the following employes at the time and one-half rate for the time spent in attending these classes, but not less than a minimum call of two hours and forty minutes each (two hours and forty minutes each unless otherwise shown), plus the necessary auto expenses:

Donald Johns — Jacksonville
R. P. McGee—St. Augustine
Moody Vanzant — St. Augustine
L. M. Carter — St. Augustine
E. J. Efting — St. Augustine
W. M. Lancaster — St. Augustine
J. R. Loving — St. Augustine
S. G. Gibbs — St. Augustine
J. E. Dubberly — Daytona Beach — auto expenses \$2.52
J. W. Wester — New Smyrna Beach
B. L. Burke — Titusville
A. R. Hinkel — Melbourne
R. M. Hixson — Ft. Pierce
H. E. Lawrence — Stuart
C. M. Stever, Jr. — West Palm Beach

hours will be paid a minimum allowance of two (2) hours and forty (40) minutes at time and one-half rate; if held longer than two (2) hours and forty (40) minutes, they will be paid at the time and one-half rate computed on an actual minute basis.

(b) Time of employes, when notified in advance, will begin at the time required to report at their headquarters or stations, and end when released."

OPINION OF BOARD: The Organization claims that the Carrier violated its current Agreement when it required 31 named claimants to attend rules classes outside regular working hours during July, 1962, and did not compensate them for that time. The claim is for time and one-half for the time spent in attending these classes plus necessary auto expenses.

The identical issue raised in the instant case has been many times presented and adjudicated by this Board, e.g., Award 7577, 7631, 10073, 1427 and other cases too numerous to mention. The Board cites with approval especially Award 7577, in which the factual situation is on all fours with the case at bar. The language found in the concluding paragraph of this Award is dispositive of the issue in the instant case and, in pertinent part, is as follows:

" * * * Whether or not we feel that appropriating an employe's time in this manner, absent, of course, a specific rule, is fair or just is not for us to say, for this Board does not sit as a court of equity. We are limited to interpreting the applicable Agreement provisions as they stand. It would be exceeding our statutory function to allow compensation where the Agreement itself does not authorize it. We do not believe it to be the prerogative of this Board to attempt to do so by reading into the rules something that is not there. We feel that the employe's recourse is to negotiate with the Carrier under Section 6 of the Railway Labor Act."

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes 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 the Carrier did not violate its Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1966.

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