

**Award No. 16093**

**Docket No. CL-16184**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Nathan Engelstein, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**CENTRAL OF GEORGIA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-5940) that:

(1) The Carrier violated the rules of the Clerks' Agreement of December 1, 1956, as amended, when it refused and continues to refuse to compensate Yard Clerks W. P. Greene, Jr., and D. J. McManimous for service performed on January 26, 1965 and January 29, 1965 in the case of Yard Clerk W. P. Greene, Jr., and for service performed on January 26, 1965 for Yard Clerk D. J. McManimous, when they were required to attend a meeting as called for in a letter of instructions issued by R. J. Reilly, Jr., Terminal Trainmaster, Columbus, Georgia Yard Office; and,

(2) Clerk W. P. Greene, Jr., shall now be paid one (1) three hour call as per Rule 36 (a) for performance of this service on Tuesday, January 26, 1965 and Friday, January 29, 1965, and that,

(3) Yard Clerk D. J. McManimous shall be compensated in like manner for one (1) three hour call for this service performed on Tuesday, January 26, 1965.

**EMPLOYEES' STATEMENT OF FACTS:** On Tuesday, January 26, 1965, the General Chairman was in Columbus Yard Office and saw the bulletin herein referred to as Employees' Exhibit No. 1.

Subsequently, Yard Clerk W. P. Greene, Jr., and Yard Clerk D. J. McManimous turned in three hour call tickets for January 26, 1965 and January 29, 1965 (Greene for January 26 and 29, McManimous for January 26) claiming pay for service performed in connection with attending the meeting called by Terminal Trainmaster R. J. Reilly, Jr. These tickets were never returned to the claimants but they were rejected under date of February 14, 1965 by Terminal Trainmaster R. J. Reilly, Jr., and copies of these rejections are hereto attached and identified as Employees' Exhibits Nos. 2 and 3.

April 13, 1965, Vice General Chairman R. D. Gibson appealed the rejection of the claims to Superintendent H. L. Bishop, Jr., the next officer design-

for the purpose of discussing the use and operation of the new Recordak Machine in the office where these clerks are employed.

This will confirm conference held with you by my representative, Mr. J. L. Ferrell, on October 15, 1965, in Atlanta, Georgia, and for the reasons set forth in conference, will reaffirm my declination of October 12, 1965, inasmuch as you could not show that either of these clerks suffered any loss of time. Further, it was pointed out to you that Clerk R. D. Gibson (your Vice General Chairman) accepted the declination of Terminal Trainmaster R. J. Reilly involving an identical claim — obviously recognizing that these claims lack merit."

The foregoing facts show that this baseless claim has been denied at each and every stage of handling on the property because the claim is unsupported by either the effective rules agreement, interpretations or practice on this Carrier.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On January 26 and January 29, 1965, Yard Clerk W. P. Greene, Jr. attended a meeting outside of his working hours called by the Terminal Trainmaster to get information about a new method of operation for the handling of waybills by Recordak Machines. Yard Clerk D. J. McManimous also attended one of these meetings on January 26, 1965. Both Clerks make claims for compensation for attendance at these meetings. They take the position that since their attendance was compulsory, since they performed a service for Carrier on their off-duty time, and since employees had previously been paid for such attendance, they are entitled to be paid a three-hour call for each meeting at which they were present.

Carrier denies violation of any rule of the Clerks' Agreement and states that these meetings for instruction in the operation of new equipment were properly held in accordance with Rule 51. It denies that it had previously paid employees for attendance at such meetings after work hours.

Rule 51 (b) provides that when new machines are adopted in the performance of work covered by the Agreement the employee will receive instructions in the operation of these machines for a reasonable period without loss of time. Claimants received such instructions without loss of time, for they were paid for their regular eight hours of the assigned work week. In short, they suffered no monetary loss by their attendance at these meetings. Rule 51 does not provide for payment for instructions held outside the regular working hours. Furthermore, the record does not support the allegation that employees in similar situations in the past were given additional compensation.

For the foregoing reasons we hold the Agreement was not violated.

**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 Employees 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 Agreement was not violated.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 15th day of February 1968.