

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

PARTIES TO DISPUTE: (Transportation Communications International Union  
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10207) that:

(a) Carrier violated the provisions of the current Clerks' Agreement at La Junta, Colorado, on July 21, 1986, when it required Claimants L. D. Schrock and J. E. Stevenson to remain on duty beyond their regularly scheduled hours without allowing proper compensation, and

(b) Claimants shall now be compensated for thirty (30) minutes pay at the time and one-half rate of their assigned positions in addition to any other compensation Claimants may have received for this day."

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 employees 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.

The two Claimants were regularly assigned third shift crew clerks at the Carrier's LaJunta, Colorado, office. Near the end of their July 21, 1986 tour of duty, the Chief Dispatcher and Regional Freight Office Manager asked Claimants to stay beyond the end of their shift to discuss their operation of the computerized scratch pad crew board system. The meeting lasted approximately thirty minutes. The Carrier did not compensate Claimants for the time they spent attending the meeting and now each Claimant seeks thirty minutes at the time and one-half rate.

Rules 32-A and 32-I provide that service performed in excess of eight hours in a day will be compensated at the time and one-half rate on an actual minute basis. The issue here is whether Claimants' mandatory meeting with the two Carrier officers constituted service within the definition of Rule 32.


The Organization asserted, without any supporting evidence, that the purpose of the meeting was to teach Claimants the newly instituted computerized crew board procedures. However, the record indicates that the new system went into effect on April 26, 1986, more than three months prior to the July 21, 1986, discussion. Training was completed. The Organization did not prove that the after shift discussion was for dispensing relevant information about the new crew calling procedures. Instead, the subject discussed at the thirty minute meeting was apparently Claimants' inadequate job performance. The session was conducted to apprise Claimants of their substandard performance on the computerized crew board system. The officers counseled Claimants about the need to improve the level of their performance. If the counseling was successful and Claimants' work performance improved, then the Carrier would have a more efficient and productive crew calling office. Thus, the meeting was for the mutual benefit of the Carrier and Claimants. Absent a rule, such meetings do not constitute compensable duty even though their attendance was compulsory. Third Division Awards 21267, and 16093.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 16th day of October 1990.