Award No. 13724
Docket No. TD-15200

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

NORTHERN PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the American Train Dispatchers Association that:

(a) The Northern Pacific Railway Company (hereinafter referred to as "the Carrier") violated the currently effective agreement between the parties, Rules 2 (a), (b) and 3 (a), (b) thereof in particular, when it failed and declined to compensate the individual claimants named in Paragraph (b) following, for service performed in connection with their required attendance at special "Rules Discussion Classes" at Glendive, Montana on the dates specified herein.

(b) That the Carrier now be required to compensate the individual claimants for such service as follows:

A. G. Beusen	—	Three hours at pro rata rate for May 5, 1964
L. W. Peterson	—	Three hours at pro rata rate for May 5, 1964
D. J. Taylor	—	Three hours at pro rata rate for May 5, 1964
A. G. Thompson	—	Three hours at pro rata rate for May 5, 1964
D. W. Beckman	—	Three hours at pro rata rate for May 6, 1964
E. R. Flynn	—	Three hours at pro rata rate for May 6, 1964
D. S. Johnson	—	Three hours at pro rata rate for May 6, 1964
F. P. Klecker	—	Three hours at pro rata rate for May 6, 1964
N. C. Legato	—	Three hours at pro rata rate for May 6, 1964
R. T. Kruger	—	Three hours at pro rata rate for May 6, 1964
L. E. Stott	—	Three hours at pro rata rate for May 6, 1964

EMPLOYES' STATEMENT OF FACTS: There is an agreement in effect between the parties, copy of which is on file with your Honorable Board, and the same is incorporated into this submission by reference as though fully set forth herein.

For ready reference, Rules 2 (a), (b) and 3 (a), (b), material to this dispute, are here quoted in full:

attending the instruction classes on the Operating Rules on May 5 and 6, 1964 did not render service for the Carrier but benefited by such attendance. Rule 3 does not sustain this claim.

The claim covered by this docket should be denied in its entirety.

OPINION OF BOARD: On May 5, 1964, four Train Dispatchers and on May 6, 1964, seven Train Dispatchers attended sessions relating to application of Rules 251, 251 (a), 253, and 254 in connection with a newly-installed centralized traffic control system (CTC) governing the movement of trains in the single track territory extending east of East Billings.

These Train Dispatchers argue that since seven months previously they had passed the biennial examination on the Consolidated Code of Operating Rules and had received a certificate Form 550 dated October, 1963, Carrier should compensate them for required attendance outside of their regularly assigned duty hours at a discussion on some of these rules. They emphasize that no changes in the rules had been made since the examination, that train and engine service employes who are directly involved with these Rules were not required to attend discussion classes, and that the purpose of these meetings was for the benefit of the Carrier. They rely upon Rules 2 (a), (b) and 3 (a) and (d) for overtime compensation.

Carrier contends that the purpose of the classes was to familiarize the Train Dispatchers with the practical application of Rules 251-254 which had not been operative until the installation of the CTC section east of East Billings. It argues that these classes were not only for the benefit of Carrier but also was to the advantage of the employes, in that considerable uncertainty existed as to the proper application of these rules, and the instruction was necessary to continue to maintain the employes' qualifications for the proper performance of their duties. It takes the position that these meetings served a purpose similar to that of the periodic examinations given to Train Dispatchers to insure that they are up to date on the Rules, and for which there is no compensation. It concludes that since these classes fall within the area of mutuality of interest, the time contributed by the employes is not compensable.

The facts indicate that Claimants passed an examination covering all rules including 251-254 seven months prior to the date of the classes on May 5, and May 6, 1964. The CTC system which was installed and placed in operation in July, 1964, was similar to one which had been installed by Carrier in August, 1961 west of Laurel. The examination which was passed by Claimants in October, 1963 covered the rules which applied to the operation of such a system although Claimants may not have had actual operating experience with these rules. No evidence is adduced to show that there was any difficulty in the application of these rules in connection with the installation of the CTC system west of Laurel, or that there was considerable uncertainty on the part of Claimants with respect to the application of these rules to the new section. There were no changes in the rules since the examination nor any need shown for a re-examination before the required biennial period had elapsed. We therefore distinguish the classes at which attendance by Claimants was required in the instant case from examinations on operating rules, physical examinations, court attendance and investigations, which have been deemed to possess a mutuality of interest in a number of other awards.

We find that under the facts and circumstances which have been presented, the time spent in these classes cannot be considered as a special service such

as re-examination of the rules, attending Court or investigations. Since the meetings were primarily in the interest of the Carrier, claim for payment is allowed in accordance with the call rule.

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 Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1965.