Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 32143
Docket No. TD-32536
97-3-95-3-434

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

(American Train Dispatchers Department/International
(Brotherhood of Locomotive Engineers
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

"(A) CSX Transportation, Inc. ('Carrier' or 'CSXT') violated its train dispatchers' basic effective agreement, applicable in the Jacksonville Centralized Train Dispatching Center, including Article 9(f) RULES EXAMINATIONS, when it required all train dispatchers working in the Jacksonville Centralized Train Dispatching Center ('JCTDC') to attend company sponsored Rules/safety classes on Monday July 25, and Tuesday July 26, 1994, then refused to compensate them a minimum of three (3) hours at pro rata rate of pay of the position to which assigned.

(B) Because of said violation referred to in paragraph A above, the Carrier shall now compensate all those individual train dispatchers three (3) hours pay at the pro rata rate of compensation when required to attend Rules/Safety examination classes on July 25 and July 26, 1994."

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 employee 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 were given due notice of hearing thereon.

This dispute centers upon whether a mandatory one hour safety class contiguous with a tour of duty constitutes required attendance at a "rules examination", thus requiring the compensation set forth in Article 9(f) of the Agreement:

> "Train Dispatchers required to attend rules examinations will be compensated for time lost from their position as a result of attendance, if no time lost, they will be paid for actual time held, with a minimum of three (3) hours at pro rata rate of compensation of the position to which assigned." (Emphasis added).

On Monday, July 25 and Tuesday, July 26, 1994, Carrier required all of its Train Dispatchers assigned in the Jacksonville Centralized Train Dispatchers' Center to attend a Rules/Safety class, scheduled for the one-hour period prior to the starting time of each Dispatcher's shift, or immediately thereafter. A total of 163 Dispatchers attended the safety classes, for which they were paid one hour at the overtime rate.

On August 24, 1994, the General Chairman filed a claim for each of the Dispatchers who had attended the safety classes. The General Chairman contended that the classes were "rules classes" for purposes of Article 9 (f) and requested payment of three hours per employee as provided for in that provision of the Agreement.

Carrier denied the claim stating that: "These classes did not provide any documentation, or require any employee to take any type of test, or answer any questions." In a subsequent appeal, the General Chairman responded: "While no written tests were required, each employee was required to answer far-reaching questions that involved rules, and the clarification of rules." He went on to assert that Carrier "concocted these safety classes to avoid full payment under Article 9(f)." Carrier rejoined that asking and answering questions "did not negate the intent of the safety classes."

At the outset, there is no dispute that Claimants did not lose any time as a result of attending the requisite safety classes. Thus, the question presented is whether Claimants are entitled under Article 9 (f) to the difference between the three hour pro rata minimum for time held and the one and one-half hour payment they received for attending the pre/post shift classes on the claim dates.

These claims are defeated by the plain and unambiguous language of the cited Rule, which mandates the payments for mandatory attendance at Rules examinations (not Rules classes); indeed, the very title of the payment provision is Rules Examinations.

The Board's primary goal must be to effectuate the intent of the parties. Ordinarily, intent can best be ascertained from the plain words used in the collective bargaining agreement. Even when the parties to an agreement disagree on what contract language means, the Board, upon finding the language to be unambiguous, will enforce its plain meaning. The Board and courts alike presume that understandable language means what it says, despite the contentions of one of the parties that something other than the apparent meaning was intended. This rule is both practical and equitable: it brings order to contract construction by excluding as a subject eligible for dispute all of the clear language contained in the agreement; and, if language is clear and unambiguous, both parties to an agreement should clearly understand and unambiguously know how they are bound when they execute the agreement.

The term "Rules Examinations" has a settled and well understood meaning in railroad operating parlance, and that meaning is not sufficiently elastic to encompass safety classes. Had the negotiators intended to obligate Carrier to make Article 9 (f) payments for required attendance at safety classes, in addition to payments for required attendance at Rules examinations, presumably they would have said so in the Agreement. Nor is a class on Safety Rules transformed into a "Rules examination", simply because one or more of the attendees asks questions of the instructor or is asked questions by the instructor as a teaching device.

The Organization failed to carry its burden of persuasion that Claimants attended or participated in "Rules examinations" on the claim dates. Therefore, Carrier's declination of the requests for Article 9 (f) payments did not violate that provision of the Agreement.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 13th day of August 1997.