

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35945
Docket No. CL-36428
02-3-00-3-642**

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

PARTIES TO DISPUTE: (Transportation Communications International Union
(National Railroad Passenger Corporation (Amtrak)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-12656) that:

Claim of the System Committee of the TCU (AM-1021) is hereby presented to the Carrier on behalf of Claimant(s) S. Klemp account the Carrier violated the National Railroad Passenger Corporation (Amtrak) Clerks’ Rules Agreement, particularly Rules 7, 12, 14, 16, 32 and other Rules, as amended by the 1998 Agreement when it arbitrarily scheduled training sessions in New Haven, Connecticut, without an agreement on May 24 and 25, 1999, between the hours of approximately 9:00 a.m. and 6:00 p.m. and instructed the Claimant mentioned to attend. Claimant did attend as instructed and was not properly compensated for his attendance on the claim dates. Carrier was in violation of the Agreement and the Organization was previously sustained for this type violation in Third Division Awards 31949 and 31950 on this same property.

Claimant S. Klemp now be allowed punitive pay at the appropriate punitive rate commencing with 1:30 p.m. on Sunday, May 23, 1999, and continuing for each and every hour thereafter until he returned to his home terminal location on Tuesday, May 25, 1999, at 11:20 p.m. in Depew, New York, for this violation of the Rules Agreement. Claimant did attend the training as instructed, was not compensated properly, and should not have been utilized without an Agreement for this type activity. Additionally, Claimant was not paid his day’s pay for May 23, just travel pay, this is a regularly assigned rest day for the Claimant, for which he should have been paid in addition to the travel time.”

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.

Claimant S. Klemp is employed by the Carrier in a regular Red Cap/Baggage position at the Albany/Renenselaer, New York, Amtrak Station. In May 1999, he was instructed to attend Amtrak's "Service Success Training" in New Haven, Connecticut. The classes were in session on May 24 and 25, 1999. The Claimant attended the classes as directed and was paid for travel time, meals, and lodging, as well as eight hours straight time pay for each day of training.

The Organization filed a claim on behalf of the Claimant contending that the Carrier violated numerous Rules of the Agreement having to do with Bulletining and Assignments, the workday and workweek, overtime and training. In effect, the Organization argues that the Carrier cannot direct that an employee be relieved of his assignment and sent to training classes unless he or she is paid at the punitive rate for all hours spent on the training assignment. It also contends that the Claimant should have been paid the appropriate pay he would receive when working on his day off, because he was required to travel to the training site on that day. It finally maintains that the Carrier cannot utilize employees as the Claimant was used without a special agreement covering such activities.

The Carrier counters that Rule 32, Training, covers the situation here and no special arrangement is required. No Agreement Rules have been violated in this instance.

The Board reviewed the record and studied the Awards presented by both parties in support of their respective positions. As a result of that review, the Board concludes that Rule 32 is controlling in this dispute. The Carrier followed the conditions of Rule 32 in compensating the Claimant. The Board, with numerous Referees, has decided many cases of this nature over the years. The vast majority adopt the position that training of employees is covered under Rule 32. The Carrier has not violated the Agreement in this instance.

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 20th day of February, 2002.