

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12367
Docket No. 12305
92-2-91-2-94

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the governing Agreement, Rule 6 in particular, the Burlington Northern Railroad Company arbitrarily denied overtime compensation to Electricians R. E. Wallin and D. F. Brothers for attending a Safety Meeting outside of their regularly bulletined hours of service.

2. That accordingly the Burlington Northern Railroad Company should be ordered to compensate Electricians R. E. Wallin and D. F. Brothers in the amount of 1.5 and .07 hours, respectively at the punitive rate.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 question at issue in this claim is whether the Carrier is required, pursuant to Rule 6-Overtime, to pay employees at the overtime rate for their voluntary attendance at Safety Meetings. Rule 6(a) provides:

"All service performed outside of bulletined hours will be paid for at the rate of time and one-half until relieved except as may be provided in rules hereinafter set out."

This same issue has been addressed numerous times on this property and throughout the industry.

Specifically, past Awards have held that attendance at training classes are not "work" or "service." See among other Awards, Third Division Awards 20707 and 20323. Therefore, we again adhere to the wisdom of applying the findings made in previous Awards to identical situations. Accordingly, the Carrier's decision to pay for attendance at the training sessions at the straight-time rate was proper.

The Board is not unmindful that the Carrier at one time had paid employees at the premium rate, in situations similar to here. However, this was done in error and the Claimants have been notified that payment thereafter would be made at the straight-time rate. It goes without saying that the Carrier is not required to continue erroneous payments.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 1st day of July 1992.