

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

Parties to Dispute: ( International Brotherhood of Electrical Workers  
( The National Railroad Passenger Corporation (Amtrak)

Dispute: Claim of Employees:

1. That the National Railroad Passenger Corporation (Amtrak) erred and violated the contractual rights of Electrician J. L. Hanson when they failed to properly compensate him for services rendered on May 7 and May 12, 1979.
2. That, therefore, Mr. Hanson be compensated eight (8) hours at his pro rata rate of pay.

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.

Claimant J. L. Hanson is employed by Carrier as an Electrician in the 8th Street Coach Yard in Los Angeles, California. During the week of May 7 to May 12, 1979, he was assigned to the third trick, 12:00 p.m. to 8:00 a.m. Claimant attended a training class to improve his skills during the day shift (8:00 a.m. to 4:00 p.m.). Claimant attended school eight hours per day for five days. He was compensated while attending the training class at his pro rata rate. Claimant seeks pay for an extra four hours because he was changed from the third shift to the first shift on May 7, 1979. He also seeks compensation for another four hours because he was changed from the first trick to the third trick on May 12 when his training program was concluded. Petitioner cites Rule 26 of the Controlling Agreement as supportive of its position. Rule 26 reads as follows:

"CHANGING SHIFTS

(a) Employes changed by the Management from one shift to another will be paid overtime rate for the first shift of each such change.

(b) Except as provided in Rule 6(g) of the Agreement this will not apply when shifts are exchanged in the exercise of seniority or for shift changes included in relief assignments."

Carrier contends that Rule 26 does not apply in this instance. Claimant was not changed from his shift but he was allowed to be relieved from his shift because he had to attend the class during the day. It was of mutual benefit for Claimant to attend the class. Carrier had a more educated, knowledgeable employe and Claimant's knowledge was upgraded so that he could qualify and continue in his electronics position. Both parties therefore benefited.

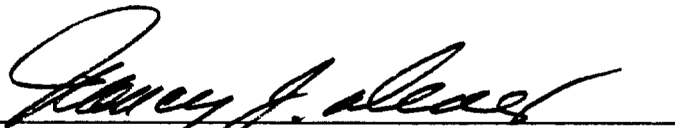
The Board is of the opinion that the mutual benefit theory applies here and that Claimant was not performing services while in class. This Board can find no basis in Rule 26 for concluding that when an employe is relieved from his work assignment to attend a class, regardless of the fact that the employe worked the night shift and went to school days, he should be paid under the shift change Rule. Claimant benefited equally with Carrier from the training and his being directed to attend the class on a different shift than he normally worked is not the type of shift change contemplated by Rule 26. We therefore shall deny the claim.

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 30th day of January 1985.