

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(CSX Transportation, Inc.
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

1. That the service rights of Mr. J. W. Phillips (hereinafter "claimant") and the provisions of Rules 2, 6, 180 and 183 of the controlling Shop Crafts Agreement were violated when Carman Phillips was required to attend a Quality School for eight (8) hours during his regular relief day and was only paid straight time in violation of the aforementioned rules.

2. Accordingly, the claimant is entitled to be compensated for four (4) hours pay at the applicable Carmen's rate for Saturday, April 1, 1989.

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.

On date of claim, Carrier required employees of all crafts at its Raceland Car Shops, including Claimant, to attend an eight hour training class on quality. This class was conducted in a hotel meeting room, and the employees were served lunch and refreshments. Additionally, the employees, including Claimant, were compensated for eight hours at the straight time rate. The Organization now seeks payment for the difference between the straight time rate and the overtime rate. Carrier asserts the payment for eight hours was gratuitous, and not required by schedule Rules and Agreements.

The issue in this dispute is similar to that decided by this Board in Second Division Award 12234, i.e., whether Rule 6 of the Agreement requires the payment of overtime for the time Claimant was required to attend the class on his rest day. This case, however, deals with the five day workweek Rule rather than the eight hour day Rule, and is governed by Rule 6(c), which reads as follows:

"Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another, or to or from a furloughed list, or where days off are being accumulated under paragraph (h) of Rule 2."

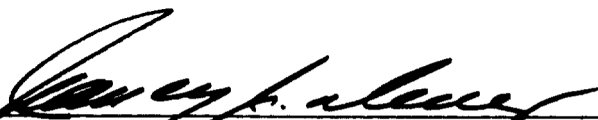
As this Board held in Award 12234, we read this Rule to apply only when the employee is actually performing work or service. There is no evidence Claimant performed any productive work as a part of this class. It is significant, in this regard, that the class was conducted away from the work site. Accordingly, we find the time spent in the class was not subject to the overtime provisions of the Agreement.

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 8th day of January 1992.