

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12529
Docket No. 12486
93-2-92-2-2

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

(International Brotherhood of Electrical
Workers
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation

STATEMENT OF CLAIM:

"Claim and grievance submitted to Assistant Division Engineer J. Audley of the National Railroad Passenger Corporation under date October 30, 1990, on behalf of Philadelphia, PA Electrician William Riggio, as follows:

Dear Mr. Audley:

I am submitting a claim on behalf of Bill Riggio, B&B Electrician, Class "J", 30th Street Station, Philadelphia, concerning him being paid for training he was asked to attend to qualify as a Class "C" electrician on September 28, 1990.

After Mr. Riggio was told by Supervisor Bob Jones, he would be paid to attend class and the school also would be paid for, he agreed to attend.

This is covered under our Agreement Rule No. 55 and should be paid for every hour he attends class for Advance Electrical Training."

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 employe 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 significant events leading to this claim arose on September 28, 1990, when the Claimant voluntarily agreed to accept disqualification to a lower rated Journeyman Electrician position because he did not have the necessary basic electrical skill and knowledge required for the higher rated position. Subsequently, he attended a training class. The Carrier initially paid him for the time he attended class as well as reimbursing him for tuition and books. However, a week after the training had begun, the Carrier determined that it had erred and that it would not pay for any future loss of time while he was in training. The Claimant was paid for the first two weeks of training and he continued on with it.

The Carrier claims, relying on numerous Awards, that upon discovery of an unauthorized payment, as in this case, it may terminate the payment or on the other hand, the Organization contends that the Claimant required additional training to become or remain qualified in his craft. To support its position, it relies on a part of Rule 55 of the Agreement which reads: "...when employees require additional training to become or remain qualified for positions..." (emphasis added).


On the basis of our review of the record, we conclude that the Claimant's attendance at training classes was a voluntary act on his part to improve his skills as an Electrician.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Secretary to the Board

Dated at Chicago, Illinois, this 28th day of April 1993.