

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation violated the Controlling Agreement, particularly Rule 8-K-1 of the Agreement entered into by and between the Consolidated Rail Corporation and the International Association of Machinists and Aerospace Workers, dated May 1, 1979, when they allowed Machinist L. Sacolick to attend the Welding Classes held in the Juniata Training Center and the Juniata Welding Shop outside of his regular working hours.
2. That, accordingly, the Consolidated Rail Corporation be ordered to compensate Machinist L. Sacolick in the total amount of twenty-five (25) hours pay at the applicable pro rata rate for a grade "E" Machinist for the following days: September 8, 10, 12, 16, 18, 22, 24, 26, 30, October 2, 6, 14, 16, 1980.

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, Machinist L. Sacolick, attended welding classes at the Juniata Training Center during September and October 1980. The Claimant spent twenty-five hours outside of his regular work hours attending the training sessions.

The Organization filed a claim on Claimant's behalf, seeking twenty-five hours' pay at the straight time rate for the hours that the Claimant spent attending the welding training sessions.

The Organization contends that under Rule 8-K-1(a) of the current agreement, which provides that "employees will be paid at the straight time rate of pay for time attending related training sessions held during or outside of regular work hours," the Claimant should have been paid for the hours that he attended welding classes.

The Organization contends that although the Claimant is a machinist, the Claimant must prepare himself for new duties and positions. Because several machinist positions require welding, the Claimant's training sessions were related; Rule 8-K-1(a) does not specify that the training must be related to the employee's regular assigned position. Many machinists currently are designated as welders; the Organization contends that welding is related, therefore, to the machinist classification.

The Organization further argues that the welding school is required for a machinist to qualify for a welding position; the training is not voluntary. The Organization contends that the claim should be sustained.

The Carrier contends that the welding training is not related to the Claimant's duties as a machinist, operating a boring mill. Further, the Carrier contends that the Claimant voluntarily attended the training sessions; the Carrier neither required nor requested him to do so. The Carrier points out that no employee has ever been paid for voluntary attendance of training sessions.

The Carrier contends that the claim should be denied.

This Board has reviewed all of the facts and arguments in this case and finds that the Carrier violated Rule 8-K-1 of the agreement when it refused to pay the Claimant at the straight time rate for the hours outside of his regular working hours that he spent attending welding classes at Juniata Training Center.

There is no dispute as to whether or for how many hours the Claimant attended the training sessions. The sole issue is whether the claimant is entitled to compensation for attending the training sessions. The Carrier and the Organization are in dispute on two underlying points: whether the training was sufficiently "related" to the Claimant's duties, and whether the Claimant's right to compensation is affected because he attended the training sessions of his volition.

Rule 8-K-1 allowed for compensation for attendance at "related training sessions." There is no clear indication in the contract of the precise meaning of "related." The Carrier argues that the training sessions must be related to the Claimant's regularly assigned duties; because welding is not one of these, the Claimant should not be compensated for attending the welding course. The Organization asserts that because welding is one of the duties that machinists may perform, the welding course was sufficiently related to the Claimant's classification as a Machinist to justify compensation under Rule 8-K-1. The latter argument is more persuasive. The term "related", as explained in the dictionary definitions cited by the Carrier in the joint submission of this claim, means that there must exist some connection. It does not indicate that a complete overlap between the "related" items must exist. Nor does any language in the agreement indicate that a training session must be related specifically to an employee's regular duties for that employee to receive compensation for course attendance; a less strict relationship between the training and the employee's work will satisfy both the dictionary and commonly understood definitions of "related" and the agreement's use of the term. In this case, welding is one of the duties that machinists may perform, although the Claimant

was not specifically assigned to weld before he attended the training sessions. The fact that welding is one of the duties assigned to employees in the Claimant's job classification is sufficient to establish that the training and the duties were "related," and the Claimant is entitled to compensation for attending the welding course.

The Carrier claims that employees have been compensated for attending training sessions only when required to do so by the Carrier; voluntary attendance has never been compensated. The Carrier makes this claim, however, without offering any factual support. In fact, the Carrier has informed the Organization that to qualify for any machinist's position that includes welding, an employee must either pass a company-administered welding test or successfully complete the company-sponsored welding course. If the Claimant is to be able to fully exercise his seniority rights and bump into better positions within his job classification, then the welding course is effectively required for the Claimant by the Carrier. Further, if the Carrier is to fill its empty machinist welder positions consistent with its employees' seniority rights, then interested machinists are at least implicitly "required" to complete the Carrier's welding course. Finally, the agreement contains no language that indicates that the Carrier must expressly and affirmatively require an employee to attend a training session in order for that employee to qualify for compensation under Rule 8-K-1. This Board cannot add such a requirement to the parties' agreement.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Beyer - Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1985