

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13322

Docket No. 13052

98-2-95-2-75

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

(International Brotherhood of Electrical Workers
(System Council No. 16

PARTIES TO DISPUTE: (

(Burlington Northern Railroad

STATEMENT OF CLAIM:

- “1. That in violation of the controlling Agreement, Rules 4, 6 and 44 in particular, System Electrician A.G. Hanson who is headquartered at Havre, Montana was refused compensation by the Burlington Northern Railroad Company for services performed in reference to attending training classes at the Carrier’s training facility in Kansas City, Missouri.
2. That accordingly, the Burlington Northern Railroad Company should be directed to compensate System Electrician A.G. Hanson for twenty-four (24) hours at the prevailing pro-rata rate and thirty-nine (39) hours at the prevailing 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 employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

This claim arose after the Carrier issued a notice on April 14, 1993 that all System Electrical Department personnel would be required to attend Safety Training involving overhead and underground high voltage installation and maintenance procedures.

The Claimant attended the above-cited training at the Carrier's Kansas City Training Facility from April 23 through May 6, 1994. The claim is for time spent waiting or traveling outside of regular bulletined hours and for time that he was held off his assigned territory in excess of five days while attending classes at the Carrier's school in Kansas City.

It is undisputed that, for many years, Carrier's employees have attended training classes that covered safety and technical areas without penalty. During this period training had not been considered work or service as defined in the Parties' Agreement. However, the Organization submits that the Carrier, in its April 14, 1993 notice, made it mandatory to attend the course, as contrasted to voluntary attendance in the past. Accordingly, the Organization argues the conditions have been changed and the Carrier has violated a number of Agreement Rules, most importantly, Rule 4, Overtime Outside Bulletined Hours; Rule 6, Road Service and Rule 44, Assigned Districts.

After careful review of the evidence properly before us, including the many Awards relied upon by the parties, the Board finds that the claim must be denied.

The key issue involved in this claim is whether travel time or the attendance at training classes constitute "work" or "service" as those words are used in the Parties Agreement. This issue is not one of first impression. It has been addressed and resolved by many arbitral Awards finding that, absent specific restrictive provisions in the Parties' Agreement, attendance at these functions do not constitute "work" or "service."

The Organization has not met its burden of proof to show an Agreement violation. The Board, by reference hereto incorporates the Carrier's letter of November 7, 1994 to the Organization in which a number of Awards are cited in support of its position. The substance of this letter was not rebutted and, therefore, stands unchallenged on the property. See also Public Law Board No. 4768, Award 23 which addressed the same disputed issue on this property.

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of September 1998.