

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 40283
Docket No. MW-40635
10-3-NRAB-00003-080425**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes Division -
(IBT Rail Conference
(
(Union Pacific Railroad Company (former Missouri
(Pacific Railroad Company)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier failed and refused to properly compensate Machine Operator R. Crossley at his overtime rate of pay for his mandatory computer-based training and testing service on February 13 and 14, 2007 and when it failed and refused to reimburse him for mileage expense incurred in traveling from Arlington, Texas to Shreveport, Louisiana and returning to Arlington, Texas in connection with attending said training and testing service (System File MW-07-65/1474912 MPR).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant R. Crossley shall now be compensated ‘. . . for twenty two (22) hours at the overtime rate of pay on account the Union Pacific Railroad Company failed to pay him the difference in overtime rate of pay and actual Mileage (327 miles round trip) at 48.5 cents per mile, in regard to working on his assigned days off while attending Rules Class at the Clarion Inn located in Shreveport, Louisiana on February 13, 2007 and February 14, 2007, on the carrier property.’”**

FINDINGS:

The Third 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.

At the time this dispute arose, the Claimant had established seniority as a Machine Operator on the Track Sub-Department on System Rail Gang Roster (5600) Gang 9132 and was working a compressed schedule (eight days on and seven days off). On February 13 and 14, 2007 - two of the Claimant's rest days - the Claimant was required by the Carrier to report to Shreveport, Louisiana, to attend a Rules class. The Claimant drove from his home in Arlington, Texas, to Shreveport to attend the class. The Claimant was paid at his straight time rate and was given a \$75.00 travel allowance. The Organization asserts that the Claimant should have been paid at the time and one-half rate for attendance at the Rules class and at a mileage rate of 48.5 cents per mile.

Rule 30(a) provides that "... employees who are required to work on their rest days ... will be compensated therefor at the rate of time and one-half. ...". A long line of authority has found that attending classes such as those the Claimant was required to attend does not constitute "work" requiring compensation at the time and one-half rate. See e.g., Third Division Award 33836 and Awards cited therein ("[t]he Organization has not shown that Claimant 'performed ... work' when he attended the training class. ...") See also, Third Division Awards 20323 ("... numerous Awards rendered by a number of Referees have consistently determined that mandatory attendance at classes such as those in issue in this dispute, do not constitute 'work, time or service' so as to require compensation under the various Agreements"); 31103 ("[t]he awards cited by Carrier have generally found that training classes do not constitute work or service, within the meaning of the overtime payment provisions involved. ..."); 36628 ("... the issue of payment for attendance at a 'mutually

beneficial' training function has been previously examined by the Board and it has regularly been held that such attendance is not 'work' or 'service'. . ."); 37184 (" . . . time spent in training outside of an employee's regularly assigned hours need only be compensated at the straight time rate"); Public Law Board No. 6459, Award 12 ("[t]here is no evidence found in the case record to suggest or prove that the Claimants actually performed any of their normal assigned duties or that they were on duty for more than eight hours per day during the instructional period . . . [t]he payment of the straight time rate of pay under these circumstances was proper").

With respect to the travel allowance portion of the claim (the Organization's request for mileage at 48.5 cents per mile) Rule 37(a)(1) provides that ". . . [d]uring the work season the Carrier's service may place them hundreds of miles away from home at the end of each workweek . . . [a]ccordingly, the Carrier will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip . . . 301 to 400 miles \$75.00. . . ." The Claimant was paid at the \$75.00 rate (the mileage range for the distance traveled from the Claimant's home in Arlington to attend the class in Shreveport). There is no Rule support for the mileage compensation rate sought by the Organization.

The claim shall therefore be denied.

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 Third Division

Dated at Chicago, Illinois, this 1st day of March 2010.