NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 23154
THIRD DIVISION Docket Number MW-23047

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it refused to compensate Machine Operator D. C. Haynes for the work he performed preceding and following his regular work period on November 14, 1977 /System File #37-SCL-77-32/12-35 (78-14)J/.

(2) Because of the aforesaid violation, Machine Operator D. C. Haynes be allowed six (6) hours of pay at the Class II machine operator's time and one-half rate."

OPINION OF BOARD: Claimant, Class II, Machine Operator D. C. Haynes, was regularly assigned to the Surface Force #9033 headquartered at Augusta, Georgia. He was assigned to work Monday through Thursday from 7:00 A.M. to 5:30 P.M. Claimant worked on the ballast regulator.

On Monday, November 14, 1977, Claimant attended an instruction session in Hamlet, South Carolina on a Class I machine, i.e., Plaser tamping equipment. Claimant drove Carrier's truck from his residence at Orangeburg, South Carolina to the course. He left Orangeburg at 4:00 A.M. and returned to his headquarters at 8:30 A.M.

Carrier compensated him at his straight time rate for his regular ten-hour work period for November 14th.

The Organization contends that Claimant is entitled to additional six hours at his time and one-half rate for the overtime work performed preceding (4:00 A.M. to 7:00 A.M.) and following (5:30 P.M. to 8:30 P.M.) his regular work period. The primary rule cited by the Employes is Rule 27. It states:

"RULE 27

"OVERTIME

"Section 1

"Time worked following and continuous with the regular eight (8) hour work period shall be computed on the actual minute basis and paid for at time and

"one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift.

"Section 2

"Time worked continuous with and in advance of the regular eight (8) hour work period: (a) if six (6) hours or less, will be paid at time and one-half rate until the beginning of the regular work period, and then at the straight-time rate during the regular eight (8) hour work period; (b) if in excess of six (6) hours, the time and one-half rate will apply until the double-time rate as provided for in Section 3 of this Rule becomes applicable, or released for eight (8) hours or more. Such release, upon completion of six (6) hours or more actual work, will not constitute a violation of Section 6 of this Rule."

There is nothing in Rule 27 or any other rule cited which specifically requires compensation for attendance at or traveling to an education session. For this reason, the Organization, in order to establish a right to compensation, must prove that attendance at or travel to an instructional course constitutes time "worked" or "continuous hours of work". This, the Organization has been unable to establish. On the contrary, awards of this Board have consistently held that attending classes does not constitute work as used in Rule 27. See Awards 20323, 7577, 4250, 773, 487.

Those results are not changed because the claim asks for driving time. After all, Claimant was using the Carrier's truck, in lieu of his own transportation, in order to attend the class. Thus, driving time must fall within the same mutuality of interest and benefit theory which underlines the decisions listed above.

Moreover, the evidence indicated that since the beginning of having sessions many years ago, it has been the consistent policy on a system-wide basis that employes be paid for lost time while attending the class as well as for any out-of-pocket expenses. Claimant was treated in conformance with this policy. It is also important to note that two other employes who attended the same course as Claimant were also treated in conformance with this policy.

Thus, because neither Rule 27 nor any other provision in the Agreement can be viewed as specifically authorizing payment in the factual situation presented, and because repeated awards have held that attendance at courses does not constitute "work", and because Claimant was compensated in a manner that is consistent with a longstanding policy of Carrier, we must conclude that the claim is without merit. As such, we will deny the claim in its entirety.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1981.