

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

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
PARTIES TO DISPUTE: (
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10074) that:

1. Carrier violated the Clerks' Rules Agreement when it required Claimant A. W. Scholbe to lay off his position to attend Rules Class on the date of May 22, 1985.
2. Carrier's action is in violation of Rule 34 (a), (h) and (i) of the Agreement.
3. Carrier shall now be required to compensate Clerk Scholbe for one (1) days pay at the pro rata rate of \$99.6027 per day for the date of May 22, 1985."

FINDINGS:

The Third 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.

On May 22, 1985, Claimant was employed as an operator/leverman by Carrier. On the date in question, Claimant attended an operating rules examination class; Claimant passed the required examination. Claimant thereafter filed a claim in his own behalf, asserting that he was forced to attend the rules class and, therefore, was unable to work five days during the week of May 22, 1985.

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Docket No. CL-26771
88-3-86-3-43

This Board has reviewed the evidence in this case, and we find that there is no rule in the Agreement that provides for payment of employees who attend rules classes. The record also reveals that the Claimant was not ordered or forced to attend the rules class on the date in question and could have taken the class at an earlier time. Absent a rule requiring payment for the employee, this Board certainly has no authority to order that the Claimant be paid.

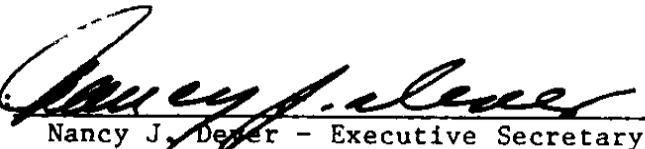
There are several previous Awards of this Board which state that when classes are of mutual benefit, the employee is not entitled to payment for attending those classes as if he had worked. (See Third Division Awards 20323, 20707, 22704, 21267.) Therefore, this claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of April 1988.