

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 43173
Docket No. SG-43746
18-3-NRAB-00003-160319**

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

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(BNSF Railway Company**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the BNSF Railway Company:

Claim on behalf of R.L. Damer, B.T. Flesher, and G.D. Magnison; for Claimants Damer and Magnison, five hours each at their respective overtime rate of pay, and for Claimant Flesher, four hours at his overtime rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rules 8, 11, 45, and past practice, when it refused to compensate the Claimants at the overtime rate of pay for the hours they spent attending a mandatory meeting on October 22, 2014, outside of their regularly assigned hours. Carrier’s File No. 35-15-0019. General Chairman’s File No. 14-060-BNSF-20-C. BRS File Case No. 15319-BNSF.”

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.

The Organization filed a claim on the Claimants' behalf, alleging that the Carrier violated the parties' Agreement and past practice when it failed to compensate the Claimants at their overtime rates of pay for attending a mandatory meeting held outside their regularly assigned work hours on October 22, 2014. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier instructed the Claimants to attend a mandatory work procedure meeting outside of their regularly assigned hours, because the meeting covered maintenance and repair techniques relating to newly installed switch machines, because the Claimants should have been compensated for this time at their overtime rates of pay, because there is no merit to the Carrier's assertion that the meeting was not work that could be compensated at the overtime rate, because there is no support for the Carrier's arguments, and because the Carrier also ignored well-established past practice on this property. The Carrier contends that the instant claim should be denied in its entirety because Claimant Flesher did not attend training on October 22 and the Organization's claim does not address the October 23 training that Claimant Flesher attended, because there is no Agreement support for the payment of overtime to employees who are actually training, because training programs are distinguished from "work" or "service" as defined in the cited rules, because the Carrier consistently has paid its employees at the straight-time rate while they are at training, because the Organization has failed to meet its burden of proof, and because the Claimants suffered no loss or hardship in that they were allowed to stay at home both the shift before and the shift after this training.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has met its burden of proof that the Carrier violated the Agreement when it failed to compensate the Claimants at the overtime rate for the hours they spent attending a mandatory meeting on October 22, 2014. The record reveals that the Claimants were instructed by supervision to attend a mandatory work procedure class outside of their regular assigned hours. The Carrier failed to compensate the Claimants properly for their attendance. Therefore, the Board has

no choice other than to sustain the claim. The Claimants will be paid the difference in pay.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 30th day of May 2018.