

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32724
Docket No. SG-32182
98-3-94-3-531

The Third Division consisted of the regular members and in addition Referee James E. Yost when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Louisville and
(Nashville Railroad)

STATEMENT OF CLAIM:

“Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville & Nashville Railroad:

CASE NO. 1

A. Claim on behalf of M.W. Taylor to be provided an additional five days of classroom training, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'HH', when it did not afford the Claimant the minimum of ten eight-hour days of classroom training during his final training period.

B. Claim that Carrier violated Rule 54(a) when it failed to notify the person who filed the claim within sixty days of its reason for disallowing the claim.

Carrier's File No. 15(93-0141). General Chairman's File No. 93-178-06. BRS File Case No. 9397-L&N.”

“CASE NO. 2

A. Claim on behalf of J.S. Smith to be provided an additional five days of classroom training, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'HH', when it did not

afford the Claimant the minimum of ten eight-hour days of classroom training during his final training period.

B. Claim that Carrier violated Rule 54(a) when it failed to notify the person who filed the claim within sixty days of its reason for disallowing the claim.

Carrier's File No. 15(93-0140). General Chairman's File No. 93-158-10.
BRS File Case No. 9398-L&N."

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.

Claimants were employed as Assistant Signalmen.

Carrier and the Organization entered into an Agreement establishing a Training Program for Signal employees, Section I, 1, 2 and 3, of which reads in pertinent part:

"SECTION 1

1. The Training Program shall consist of four (4) 130 eight-hour day periods of training with a minimum of ten (10) eight-hour days of classroom instruction during each of the four (4) 130-day periods.

2. The number of signal trainees shall be determined by the Company consistent with the requirements of the service.

3. (a) Except as otherwise provided in this agreement, employees will be required to pass progressive examinations after each classroom training period during each of the four (4) 130 eight-hour day periods of training before progressing to the next training period. A grade of 70% shall be considered as a passing grade. During each 130 eight-hour day training period, employees in training will attend a course consisting of ten (10) eight-hour days of instruction, which shall be uniform in application to the various employees taking the course for a given training period."

In the fourth period of the program, Claimants were only afforded five eight-hour days of classroom training instead of the ten eight-hour days called for in the Agreement.

The Organization filed claims on behalf of Claimants asserting violation of the Training Program Agreement when it reduced the classroom training from ten eight-hour days to five eight-hour days, and requested that Claimants be afforded an additional five eight-hour days of classroom training as stipulated in the Training Program Agreement.

Carrier responded that the last training session was restructured and condensed to cover the same material in 40 hours that traditionally took 80 hours of classroom time, and that it felt Claimants were properly trained and that they passed all tests. Further, that if Claimants felt the need for additional training, they should contact their Supervisor and request same.

Although the parties' Agreement calls for ten eight-hour days of classroom training in each of four 130 day training periods, there is no evidence in this record that Claimants were not afforded the same training in 40 hours as previously afforded in 80 hours called for in the Agreement. Neither do we find evidence that Claimants felt the need for the additional 40 hours of classroom training as they made no request for same to their Supervisor.

In the Board's opinion, Carrier would have been well advised to consult with the Organization representative on its restructured and condensed program prior to going forward with it. If it had, these claims probably could have been avoided.

Carrier's unilateral action placing its restructured and condensed program in effect violated the specific provision of the Agreement, but the Board concludes that there is no justification for it to sustain the Organization's request for Carrier to provide Claimants with an additional five days of classroom training. This is so for the reason that during the handling on the property, Carrier offered to afford Claimants additional training if they felt the need for it. No request was made by either of them for additional training and in the absence thereof, it would be a vain act for this Board to now direct that five days additional training be given.

Throughout the handling, the Organization argued that although offered additional training on request, Claimants were not required to request same. The Board disagrees. If Claimants felt they did not receive sufficient training in 40 hours, they were obligated to step forward and advise Carrier that they felt the need for the additional 40 hours of training. Claimants' silence is a clear indication that the restructured and condensed program was sufficient.

The remaining issue before the Board is the Organization's position that Rule 54, Time Limit Rule, was violated by Carrier's failure to respond to its initial claim, and therefore, the claim should be sustained as presented.

Based on the discussions set forth herein, the Board is of the opinion that for all intents and purposes, Carrier complied with the requirement to sustain the claim as presented when it offered to afford an additional five days of training to the Claimants if they felt the need for it and made request for the additional training to their Supervisor. If the Organization or the Claimants believed they had been short-changed, they should have made request for the additional five days of training. They did not, and because they did not, there is no justification for the Board to sustain the claim.

This Award is based on the record submitted to the Board in this particular case, and shall not serve as a precedent in any other case.

AWARD

Claim sustained in accordance with the Findings.

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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 19th day of August 1998.