

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33975
Docket No. SG-34460
00-3-98-3-90**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

PARTIES TO DISPUTE: (**(Brotherhood of Railroad Signalmen**
(**CSX Transportation, Inc. (former Baltimore and Ohio**
(**Railroad Company)**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (B&O):

Claim on behalf of G.A. Amerman for payment of four hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Agreement No. 15-108-91, when it did not compensate the Claimant for the time lost from his regular assignment while he was attending a training program on November 9, 1996. Carrier's File No. 15(97-65). BRS File Case No. 10478-B&O."

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 Claimant was serving as a Signal Maintainer on Force 7KA7 when, on Saturday, November 9, 1996, he was assigned to attend a training session. While he did so, the gang

to which he was assigned worked four hours of overtime. The Organization argues that the Claimant is entitled to be compensated for those four hours of overtime pursuant to Rule 7(a) which provides, in relevant part, "(a) trainee will be paid for time lost from his regular assignment while attending a training session but will not be paid for time consumed in traveling to and from the training site." Thus, according to the Organization, the Claimant lost overtime because he was at the training session and the only exception to that entitlement is payment for time consumed in traveling to and from the training site, an exception that is not applicable to this instant matter. The Carrier, on the other hand, argues that the overtime in question was not a part of the Claimant's "regular assignment" and that he is entitled to be paid only for time lost under those circumstances.

Our examination of the record shows that the overtime in question was on an "as needed" basis and, therefore, was sporadic or irregular. Thus it was "casual" overtime and not part of the Claimant's "regular" assignment because it did not occur with any degree of frequency or consistency. Nonetheless, the Organization argues that there is no such exception in Rule 7 and that because the parties negotiated an exception for travel time the Claimant could be denied compensation only for travel time. We disagree. A close reading of Rule 7 reveals that the portion of the Rule relating to travel time does not qualify payment for time lost "from his regular assignment," but rather is a separate and distinct limitation on pay for attending training sessions.

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 28th day of March, 2000.