

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 36801
Docket No. SG-36699
03-3-01-3-245

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
(Chicago Terminal 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 M. I. Ingram, S. D. Maday and B. J. Opyt for payment of 5 hours each at the time and one-half rate. Account Carrier violated the current Signalmen’s Agreement, particularly Rules 8, 9, 15 and 16 and Agreement No. 15-045-94, when on January 29, 2000 Carrier refused to compensate the Claimants for time spent practicing to learn CDL (Certified Driver’s License) skills. Carrier File No. 15 (00-0141). General Chairman’s File No. CT-3A-00. BRS File Case No. 11693-B&O CT.”

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.

On January 29, 2000 the Claimants worked on their rest day to practice driving in preparation for their CDL test, claiming to have been authorized by an unidentified management official. Once they completed their practice, they submitted time sheets showing their work, in order to be paid pursuant to the CSXT Labor Agreement No. 15-045-94 which provides, in relevant part, that the "... Carrier will ... reimburse employees for time ... required to obtain ... a CDL." However, the Carrier refused to pay them and the instant dispute arose.

The Carrier first argues that no Signal Department employee has ever been paid at any rate solely for practicing driving on a rest day. However, a review of the record shows that this argument was not made during the handling of the dispute on the property and is not properly before us. The Carrier next argues that no management official ever sanctioned the work and that there is no evidence in the record to show that the Claimants actually worked as claimed. We believe that the instant dispute raises a unique set of facts and circumstances such that the claims must be sustained, but without precedential value. First, it strains credulity to think that the Claimants would have worked at all if they had not been authorized to do so. Second, the time sheets submitted by the Claimants indicate that the work in question was actually performed. In our view therefore, we conclude that the Claimants asked to practice on their rest day and that they were authorized to do so and led to believe they would be paid for the time in question.

AWARD

Claim sustained in accordance with the Findings.

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 29th day of December 2003.