

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31736
Docket No. SG-32223
96-3-95-3-29**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

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

Claim on behalf of C. E. Stewart for payment of 10 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'HH' and Rule 29, when it did not compensate the Claimant for his travel time on October 17, 1993, in connection with attendance at a training program. Carrier's File No. 15(94-0006). General Chairman's File No. 93-137-01. BRS File Case No. 9441-L&N.

CASE NO. 2

Claim on behalf of W. E. Hinton Jr. for payment of 10 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'HH' and Rule 29, when it did not compensate the Claimant for his travel time on October 17, 1993 in connection with attendance at a training program. Carrier's File No. 15(94-0007). General Chairman's File No. 93-137-02. BRS File Case No. 9442-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.

The claims in this matter seek compensation for travel time in connection with Claimants' attendance at a training program.

While the Rules cited by the Organization provide for reimbursement of expenses, there is no rule support for the Organization's position that time spent in travel to and from training sessions must be similarly compensated. The burden is on the Organization to demonstrate a violation of the Agreement. That burden has not been met. The claims must therefore be denied.

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 24th day of October 1996.