

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33269
Docket No. SG-33910
99-3-97-3-413

The Third Division consisted of the regular members and in addition Referee William E. Fredenberger, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Grand Trunk Western Railroad Incorporated)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Grand Trunk Western Railroad (GTW):

Claim on behalf of E. C. Claybaugh for payment for the time required for him to travel to Carrier’s training facility in Toronto, Ontario, for his third and fourth training sessions, account Carrier violated the current Signalmen’s Agreement, particularly Rule 22(e)(4)(ii), when it denied the Claimant’s request for payment for his travel time. Carrier’s File No. 8390-1-92. General Chairman’s File No. 95-199-GTW. BRS File Case No. 10297-GTW.”

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.

Claimant is a Signal Maintainer headquartered in Wyandotte, Michigan, a position which he has held since November 13, 1979. From April 25 through May 6, and from August 16 through August 26, 1994 Claimant attended the Canadian National Railway Signal School in Toronto, Ontario, Canada, for his third and fourth training sessions. Claimant was reimbursed for his actual expenses. However, the claim seeks travel time under Rule 22(e)(4)(ii) of the parties' Training Agreement.

The Carrier denied the claim. The Organization appealed the denial to the highest officer of the Carrier designated to handle such disputes who denied the appeal. The dispute remains unresolved, and it is now before the Board for final and binding determination.

At the outset the Board believes it should note evidentiary conflicts in the record in this case. The Organization alleges that Claimant received travel time for attending the first and second sessions at the training school. While the Carrier does not deny that allegation, it alleges that there was a "local understanding" that Claimant, as a promoted employee, would be allowed to attend the third and fourth training sessions for which the Carrier would reimburse him only for actual expenses and not for travel time. In the face of such evidentiary conflict the Board ordinarily would dismiss the claim for failure of proof. However, in light of Third Division Award 32289 between the same parties and involving the same Rule as the instant case, the Board believes such action would be inappropriate.

In Award 32289 the Board found that Rule 22(e)(4)(ii) upon which the instant claim is based is inapplicable to promoted employees. The record substantiates that Claimant was a promoted employee when he attended the third and fourth training sessions. Accordingly, whatever the posture of the evidentiary record in this case concerning whether Claimant was paid travel time for attending the first and second training sessions, or whether there was a local understanding that Claimant would receive reimbursement only for actual expenses for attending the third and fourth training sessions, it is clear that the Rule relied upon by the Organization to support the claim does not do so. It is a proposition too well established to require citation to authority that a claim that has no Agreement support is without merit.

Form 1
Page 3

Award No. 33269
Docket No. SG-33910
99-3-97-3-413

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 6th day of May 1999.