

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34006
Docket No. SG-35335
00-3-99-3-221**

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

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

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (Louisville & Nashville Railroad):

Claim on behalf of J.C. Cleveland for payment of nine hours at the time and one-half rate and \$458.10 for travel and per diem expenses, account Carrier violated the current Signalmen’s Agreement, particularly Rules 29, 31, 32, 33, 46 through 50, Appendix ‘N’, and Agreement No. 15-60-95, when it did not place the Claimant on a bulletined position and failed to pay him a per diem and mileage expenses, beginning March 9, 1998. Carrier’s File No. 15(98-168). General Chairman’s File No. 98-178-9. BRS File Case No. 10765-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 situation involved in this dispute concerns itself with a newly hired employee who was one of many newly hired employees in the particular area at the particular time. Initially upon being hired the Claimant was placed on a Signal gang headquartered at Birmingham, Alabama. The record indicates that the Claimant resided in the area of his headquarter assignment. The claim as presented and progressed argued many things and cited many Rules of the Agreement as allegedly being violated. If it is possible to summarize the many faceted contentions of the Organization, it would be that its position is that no one can work for the Carrier without being assigned to a permanent position and that if newly hired employees are working as unassigned then they automatically, ipso facto, are to be considered system gang employees, and inasmuch as system gangs are generally entitled to travel and per diem allowances, it is logical that the Claimant in this case is also entitled to such allowances.

The Board, after considering all contentions of the parties and after reviewing the on-property record of this dispute, can only conclude that none of the cited Rules, Appendices and Agreements has been violated in any way. The Claimant was accorded the seniority standing to which he was entitled. The Claimant's travel from his residence to his job reporting location all within the same headquarter location is not compensable under any of the cited Rules. The Claimant's work at his headquarter location or his work that began and ended at his headquarter's location did not create an entitlement to any per diem allowances under Rule 29 or any other Rule of the Agreement. In short, there is no justification to be found anywhere in this case record to support any of the contentions and/or arguments advanced by the Organization. Therefore, the claim is denied.

AWARD

Claim denied.

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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 19th day of April, 2000.