

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 42239  
Docket No. SG-42568  
16-3-NRAB-00003-140271**

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

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(  
(Union Pacific Railroad Company

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:**

**Claim on behalf of L. W. Groh, for two hours at his straight-time rate of pay, \$192.10 for mileage expense, and \$36.00 for meal expense, account Carrier violated the current Signalmen’s Agreement, particularly Rules 10, 11, 13, 24, 27, 53, 61, 62, and 65, when it refused to compensate him accordingly for his time and expenses incurred in obtaining a commercial driver’s license at its direction. Carrier’s File No. 1584001. General Chairman’s File No. N 62 1139. BRS File Case No. 15006-UP.”**

**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, a Signal Maintainer, held a commercial driver’s license (CDL) legally required in order for him to drive certain trucks incidental to his work. The**

Claimant let his CDL expire. The Claimant renewed the license, which the Carrier reimbursed him for (\$40.00) pursuant to Rule 62, which states in pertinent part: “. . . Such employee will be reimbursed the cost of the license or permit by the company.”

The Organization asserts that because the Carrier instructed the Claimant to renew his license, it constituted a Carrier order; that the CDL was not required because the Claimant usually drove trucks weighing less than 10,000 pounds; that the Carrier failed to remind him to renew the CDL earlier; and that because of these collective reasons, the Carrier now owes the Claimant two hours of pay, plus \$192.10 for mileage, and \$36.00 for meal expense. The Organization cites Rules 10, 11, 13, 24, 27, 53, 61, 62, and 65 in their entirety to support this claim.

The Carrier states that the Claimant was required to drive trucks weighing 10,000 pounds, which lawfully require a CDL to operate. The Claimant's job as a Signal Maintainer requires him to drive said truck(s) and, therefore, to maintain his CDL. The Claimant's Supervisors reminded the Claimant of the upcoming expiration of his CDL, but the Claimant allowed it to lapse unilaterally, creating the possibility of disqualification from his position. The Claimant then renewed his CDL and was reimbursed the cost.

The Carrier asserts that Rule 62 contains no language entitling the Claimant to the pay, mileage, and expenses he now claims. The Carrier cites prior Third Division Award 39710, which held that the same language of Rule 62 holds no language that indicates the Carrier is required to pay the costs associated with CDL licensing, or to reimburse an employee for time and mileage expended in connection therewith. Accordingly, the instant claim must 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 29th day of January 2016.