

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 44100  
Docket No. MW-42902  
20-3-NRAB-00003-190353**

**The Third Division consisted of the regular members and in addition Referee Jeanne Charles when award was rendered.**

**(Brotherhood of Maintenance of Way Employees Division  
(IBT Rail Conference**

**PARTIES TO DISPUTE: (**

**(Union Pacific Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Brotherhood that:**

- (1) The Agreement was violated when the Carrier failed and refused to reimburse Group 2 System Bus Driver S. Lopez for the costs incurred on June 3, 2013 of acquiring the required CDL license for the purpose of operating company vehicles (System File D-1333U-305/1594538).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant S. Lopez “\*\*\* expense report as submitted September 25, 2013 shall be approved and Claimant shall be reimbursed for three hundred fifty dollars (\$350) for charges put against his personal credit card related to his commercial driver practical testing and he shall further be reimbursed thirty two dollars (\$32) for the cost of his Florida commercial driver license. This is (sic) reflects the total of three hundred eighty two dollars (\$382) as progressed in the expense reporting system and is supported by the receipts enclosed herein. This is reimbursement the Claimant was and is entitled to, absent the violation of our Collective Bargaining Agreement.”**

**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 S. Lopez (Claimant) established Group 26 seniority as a CDL Driver. Subsequent to the date giving rise to the instant dispute, he was assigned and worked as a Group 26 Bus Driver on Gang 0087. In this capacity, he was responsible for operating a Group 26 Bus (a bus with a capacity of over sixteen (16) passengers) which required a valid Commercial Driver's License (CDL) with a passenger endorsement.

During the month of June 2013, the Claimant tested and obtained a State of Florida CDL with a passenger endorsement. Historically, the Carrier has provided its BMWED employes with Commercial vehicles for CDL testing and reimbursement for costs for obtaining the CDL. The Claimant resides in Florida. The Carrier does not have a testing facility in Florida. During the month of June 2013, the Claimant utilized a third-party tester in Florida who provided the required vehicle needed to obtain his CDL with passenger endorsement.

On September 25, 2013, the Claimant submitted to the Carrier an itemized expense report for the actual costs of obtaining his CDL with passenger endorsement. In pertinent part, he requested: (1) three hundred fifty dollars (\$350.00), the amount charged by the third-party tester for practical testing and (2) thirty-two dollars (\$32.00) for the cost of his Florida Commercial Driver's License.

The Carrier rejected the Claimant's reimbursement request on the grounds that the Agreement did not require such payments. The Organization then filed a claim on his behalf. The parties thereafter attempted to resolve the dispute in the customary and usual manner, including a claims conference on May 7, 2014, at which time the Carrier agreed to reimburse the Claimant for the cost of his Florida CDL in the amount of thirty-two dollars. However, the parties were ultimately unable to resolve the remaining outstanding balance of the expenses the Claimant incurred by using the third-party tester.

As the moving party, it was the Organization's responsibility to meet its burden to prove by a preponderance of evidence that the Carrier committed the alleged violation(s). After careful review of the record, the Board finds the Organization has not met its burden.

Rule 9(s) states that the "Carrier will reimburse the Truck Operator for the acquisition or renew costs of any required operator licenses in connection with the operation of company vehicles." The Carrier, in fact, reimbursed the Claimant for the cost of the CDL. It is an unreasonable interpretation of Rule 9(s) to require the Carrier to reimburse the Claimant for the use third-party equipment in order to obtain the CDL when the Carrier had equipment on its property that the Claimant could have used at no cost. A plain reading of the Agreement language does not lead the Board to conclude otherwise.

**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 11<sup>th</sup> day of August 2020.