

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 44545  
Docket No. SG-46188  
22-3-NRAB-00003-200594**

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

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(CSX Transportation, Inc.**

**STATEMENT OF CLAIM:**

**“Claim on behalf of M.T. Moore, for eight hours at the half-time rate of pay (\$139.20); account Carrier violated the current Signalmen’s Agreement, particularly Rules 7, 20, and 65, Uniform Rules 2, 5, 8, 12, and 22, and Section 5 of CSXT Agreement No. 15-018-16, when on November 27, 2018, it sent the Claimant home prior to the end of his tour of duty and altered his regular work week, failing to properly compensate him. Carrier’s File No. 18-54583. General Chairman’s File No. 19-07-CD. BRS File Case No. 16187-C&O(CD). NMB Code No. 32.”**

**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 in this case was a Signal Maintainer on the Ashland C&O seniority district with a tour of duty from 7:00 AM to 3:00 PM, Monday to Friday. On Tuesday, November 27, 2018, the Claimant was directed to leave work at 1:00 PM, during his**

tour of duty, in anticipation of coverage needs due to the potential of storms approaching the area. It is not disputed that the Claimant was compensated for his entire eight hour tour of duty.

The Organization posits that the Carrier's action in sending the Claimant home prior to the end of his tour of duty violated the several rules cited in the Statement of Claim and that the Claimant is entitled to additional compensation since the Carrier "altered the Claimant's scheduled work hours in an attempt to absorb overtime and extend the hours of service for storm duty, and did not properly compensate him as specified by the Agreement." The Organization has also affirmed and cited arbitral precedent that "when an employee is required to standby, as in the instant case, it is considered service or work and the employee is entitled to be compensated."

Contrariwise, the Carrier submits that Claimant was compensated for entire days work. The Carrier also argued, even if Claimant was placed in a standby status, it has the right to direct the workforce to prepare for inclement weather. Further the Carrier argued the Agreement does not prohibit the Carrier from releasing an employee from work prior to the end of his tour of duty and paying the employee for the entire work day. In addition, the Carrier asserts that the Organization has failed to demonstrate that the reason the Claimant was sent home was to absorb overtime or to deny him the opportunity for an overtime call. Relative to the standby issue, the Carrier submits that there is no provision in the Agreement for standby pay and cited Third Division Award No. 40575 (Conway) involving a similar dispute where an employee was sent home for adequate rest in anticipation of possibly needing his service for a possible ice storm.

Upon review of the entire record, the Board finds that the Claimant in this case was properly paid for his entire tour of duty and that no evidence was supplied to adequately demonstrate that the purpose was to avoid or absorb overtime and in fact, there is nothing in the record to show that any overtime was performed in connection with the threatened storms

Relative to the parties' respective positions on "standby" status, the Board finds there is no evidence Claimant was placed or directed to remain in a "standby" status. Therefore, he is not entitled to the compensation claimed.

**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 8th day of October 2021.