

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45056  
Docket No. SG-45779  
24-3-NRAB-00003-230317**

**The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.**

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

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation (formerly C&O, Chesapeake District):**

**Claim on behalf of B. G. Boyd, B. M. Meade, M. T. Moore, and M. R. Shepherd, for the difference between their overtime rate of pay and their straight-time rate of pay, for their entire tours of duty as well as any “Lay In” time; for Claimant Boyd \$543.04; for Claimant Meade \$678.80; for Claimant Moore \$271.52; and for Claimant Shepherd \$407.28; account Carrier violated the current Signalmen’s Agreement, particularly Uniform Rules 2, 5, 8, 12, 22, and Rules 7, 9, 20, 65, and Section 5 of CSXT Labor Agreement 15-018-16, when on January 3, 4, 12, 15, and 16, 2018, it arbitrarily changed the Claimants' work schedules, thereby causing them loss of work opportunities. Carrier's File No. 18-98527. General Chairman's File No. 18-66-CD. BRS File Case No. 16044-C&O(CD). NMB Code No. 117.”**

**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 dispute in this case is over the Organization's position that the Carrier altered the Claimants' work hours in an attempt to absorb overtime for storm duty and did not properly compensate Claimants as required by the Agreement.**

**At the relevant time, the Claimants were Signal Maintainers on the Ashland C&O seniority district working 7:00 AM to 3:00 PM, Mondays through Fridays. The Organization asserts that on January 3, 4, 12, 15 and 16, 2018, a Carrier manager instructed the Claimants to go home at 1:00 PM and to "lay in" for storm watch duty. The Organization argues that the Claimants' schedules were altered by such action to avoid having to pay overtime causing loss of work opportunities and the Organization seeks compensation for the Claimants for those losses. The Claimants were compensated eight hours for each of five dates at issue (with one Claimant – Moore – receiving overtime on January 3 and 4 along with six hours of vacation time and two hours of straight time on January 15 and another the Claimant – Shepherd – receiving eight hours HSL time on January 3).**

**Third Division Award 44545 addressed a similar dispute and ruled, in pertinent part:**

**"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 any overtime was performed in connection with the threatened storms."**

**The record does not sufficiently support the Organization's contention that the Claimants' regular working hours were suspended to avoid overtime.**

**Based on the record before this Board, the same rationale applies to this case.**

**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 31<sup>st</sup> day of October 2023.