

BEFORE PUBLIC LAW BOARD NO. 7566  
CASE NO. 240/Award No. 240

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BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
DIVISION – IBT RAIL CONFERENCE

and

WISCONSIN CENTRAL LTD.

Carrier's File WC-BMWED-2017-00009  
Claimant: Jeff Capps

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**Statement of Claim**

“Claim of the System committee of the Brotherhood that:

1. The Carrier violated Appendix C - Homewood Campus Training Agreement when it failed to compensate Mr. J. Capps for his time spent traveling to and from classes at the Carrier's Homewood Campus on January 3 and 4, 2017 (Carrier's File WC-BMWED-2017-00009 WCR).
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Capps shall be compensated for four (4) hours for his time spent in transit on January 3 and 4, 2017 at the applicable straight time rate of pay, at the rate of pay of the Claimant's last position worked.”

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier or employee within the meaning of the Railway Labor Act as approved June 21, 1934.

Public Law Board 7566 has jurisdiction over the parties and the dispute involved herein.

**Facts**

The Claimant has established and holds seniority within the Carrier's Maintenance of Way and Structures Department. At the time of his above-noted travel, Mr. Capps was on furlough. The Carrier's refusal to compensate Mr. Capps for his travel time resulted in the timely filed claim dated February 15, 2017. The claim was properly progressed on the property without resolution and advanced to this Board for final and binding adjudication.

### **Organization Position**

The Organization relies on the June 30, 2016 Homewood Campus Training Agreement, Appendix C, Paragraph H, urging that the language be applied as written. This Agreement is said to take precedence over Rule 33 – Training in the parties' Agreement dated March 3, 2014. The Organization notes that there is no dispute that the Claimant was offered and accepted the training. He used his privately-owned vehicle (POV) to travel to and from the Homewood Campus.

### **Carrier Position**

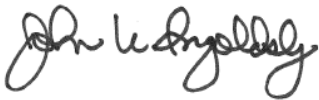
The Carrier avers that the Organization has not met its burden of proof because it has not provided substantiating evidence. Rule 33 is unambiguous. Appendix C, Paragraph H was not intended to supersede Rule 33. Historically, furloughed employees have not been paid for travel to and from training. The Carrier notes that the claim does not ask for payment for the hours Mr. Capps spent in actual training. Moreover, the Claimant cannot claim damages without proof of financial loss.

### **Findings**

After the hearing concluded, the parties were given an opportunity to voluntarily resolve this claim. The claim is now dismissed as it has been resolved in the Claimant's favor.

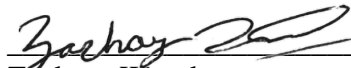
### **Award**

Claim dismissed.



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John K. Ingoldsby  
Carrier Member



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Zachary Wood  
Organization Member



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I.B. Helburn  
Neutral Member

Dated: December 9, 2021