NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 20619
THIRD DIVISION Docket Number SG-20532

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the former C&EI portion of the Louisville and Nashville Railroad Company:

Claim No. 1

Claim for lodging expenses (difference in rates between a single and a double room) for the nights of September 5, 6 and 13, 1972, at the Luxor Hotel, Danville, Illinois, for the following Signal Maintainers who are assigned to Signal Gang No. 65, with headquarters at Terre Haute, Indiana:

J. R. Shappard	2 nights	$7.35
T. L. Bolenbaugh	2 nights	7.35
J. E. Batton	2 nights	7.35
S. R. Bennett	3 nights	11.02

(Carrier file: G-381-18 G-381)

Claim No. 2

Claim for lodging expenses (difference in rates between a single and a double room) for the nights of August 14, 15 and 16, 1972, on behalf of E. E. Stormont and J. E. Batton, Signal Maintainers: $11.04 for J. E. Batton and $11.01 for E. E. Stormont.
(Carrier file: G-381-18 G-381)

OPINION OF BOARD: In each of the instances under review, Carrier furnished motel accomodations to Claimants. The rooms were provided with two beds and the employees were required to share rooms.

The claim seeks the difference between the rate of a single and a double room.

The applicable agreement covering these Claimants provides:

"Rule 70

. . .or when the service requirements make the purchase of meals and lodging necessary while away from home point, employes will be paid necessary expenses.

"Rule 26

. . .Actual expenses will be allowed at the point to which sent if meals and lodging are not provided by the carrier or if camp cars to which employes are regularly assigned are not available."

The Carrier points out that it properly applied the agreement provisions because it "furnished" and "provided" lodging to the employees. It made the motel arrangements and paid for the rooms directly. Moreover, Carrier stresses that there is nothing in the agreement which precludes the furnishing of a double room.

In its Submission to this Board, the Organization states that Carrier did not furnish the lodging, but rather it made arrangements to pay the motel directly and thus, it argues, the motel furnished the lodging. The same argument is repeated in the Rebuttal Submission. We are inclined to disagree with the Organization. In order for us to determine that the motel furnished or provided lodging, as those words are normally used, we would have to find that the motel gave the rooms gratuitously, and the record is to the contrary. Surely, a Carrier may "provide" or "furnish" an accomodation by contracting for a service at no cost to the employee.

In any event, the main thrust of Claimant's argument is that Carrier has violated a long-standing practice by requiring the employees to share rooms, and it contends that the employees involved, by an established practice (under Rules 26 and 70) have been reimbursed for the cost of private rooms.

In its Submission, the Organization reproduces a document in this regard. However, it is apparent from a review of the entire record that said document was never presented to the Carrier while the matter was under consideration on the property. Under those circumstances, it is inappropriate for this Board to give it consideration.

Confining ourselves solely to matters considered on the property, we note, in the initial claim, the statement:

"In the past we have not had to double in a motel room."

Thereafter (on the property), that concept was neither advanced further, nor elaborated upon. Rather, it appears that the employees were stressing personal reasons as to why they could not share a room.

We have considered the Awards cited by Petitioner concerning custom and practice. But in those Awards, a long-standing custom, practice or usage was shown to exist. See, for example, Awards 18267 and 18548, where demonstrated practices of nine and twelve years duration were held to indicate the parties' intention.

Under this record, we have no such showing. The statement cited above fails to allege an exclusive application, nor does it state a duration of existence. In short, we are unable to conclude that it established the existence of a long-standing practice, custom or usage as was found to be the case in the Awards relied upon by Claimants.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1975,