

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 36692
Docket No. SG-36153
03-3-00-3-343

The Third Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Louisville and
(Nashville Railway Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (formerly Louisville & Nashville Railroad):

Claim on behalf of D. T. Slucher, G. E. Fluhr, Jr., D. B. Puckett, T. G. Mattingly, and J. W. Lee for Carrier to provide motel rooms and per-diem pay for each day worked beginning on February 23, 1999, and continuing for the term of the violation, account Carrier violated the current Signalmen's Agreement, particularly Appendix U, when it did not provide the Claimants with proper headquarters facilities at Louisville, Kentucky. Carrier's File No. 15(99-107). General Chairman's File No. 99-13-6. BRS File Case No. 11209-L&N.”

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.

This claim protests the Carrier's furnishing of inadequate headquarters to the Division Signal Gang at Louisville, Kentucky, under the following provision of Appendix U:

"13. Point headquartered gangs shall begin and end their day's work at a designated point at their headquarters, which point shall be the same. Adequate lockers, one for street clothes and one for work clothes, bathing facilities with sufficient hot and cold water, soap and towels, and toilets shall be provided for all the men assigned to the gang. . . ."

The record reflects that the Claimants had their headquarters in an old, smaller building which was torn down because of a safety certification inspection. The Carrier moved them into a new prefabricated large metal building in the terminal area, which contained 60 lockers, one urinal, one shower, two sinks and two toilets, and which was shared with other employees. The Claimant's gang was assigned to a 10' x 10' cubicle within this building with walls six feet high. The Gang Foreman informed the Carrier that he was unaware that the Claimants were dissatisfied with this facility. In response to the claim, the Signal Engineer, while asserting that the headquarter facilities meet the provisions of the Agreement, expressed a willingness to consider remedying any identified problems within the facility by working through the Gang Foreman.

The Organization argues that the small cubicle provided to the Claimants did not permit them to conduct telephone conferences and job briefings, and the noise around them was intrusive. It requests as a remedy for the Claimants to be provided with motel rooms and per-diem pay. The Carrier contends that the headquarter facilities provided to the Claimants as a result of their complaint about the former building, met all requirements of the Agreement for adequate facilities. The Carrier notes that it was surprised when it received the claim and has always been willing to resolve any issues brought to its attention, and would continue to do

so. The Carrier argues that the requested remedy is a penalty which is not appropriate under the Agreement, and that the Claimants suffered no loss of anything in this case.

A careful review of the record convinces the Board that the claim must be denied. The Carrier clearly met the requirements of Appendix U of the Agreement by providing the Claimants with adequate lockers, bathing and toilet facilities in the new headquarters which resulted from their prior complaints concerning their old building. The fact that they do not have their own building, and have to share a much larger space, does not make the headquarters inadequate. The Organization failed to show any violation of the Agreement or any losses or inconvenience suffered by the Claimants as a result of the provision of these headquarter facilities.

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 18th day of August 2003.