

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25616
Docket Number SG-25764

Hyman Cohen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company that:

[Claimant is Signalman H. L. Whitfield]

(a) Carrier violated the letter of understanding which provides Actual Necessary Expenses for employees assigned to Camp Car Gangs without Camp Cars, when it unilaterally deducted (out of first period May 1983 of claimants pay) \$56.50 from second period February 1983, and \$74.45 for the month of March 1983, from claimants (sic) Motel lodging expenses.

(b) Carrier should now be required to reimburse claimant the \$130.95 that he paid out of his own pocket (with personal funds) for these Actual Necessary Expenses for lodging.

(c) Carrier violated the letter of understanding which provides Actual Necessary Expenses for employees assigned to Camp Car Gangs without Camp Cars, when it unilaterally deducted (out of second period May, 1983 of claimants pay) \$81.87 for second period of April 1983, from claimants (sic) Motel lodging expenses, account he did not share a room.

(d) Carrier should now be required to reimburse claimant the \$81.87 that he paid out of his own pocket (with personal funds) for these Actual Necessary Expenses for lodging the second period of April 1983, as consequence of the violation. Paragraphs (a) and (b) are under General Chairman file 83-12-UL, (c) and (d) General Chairman file 83-23-UL. Carrier file K 225-954 covers them all.

OPINION OF BOARD: The Claimant is employed by the Carrier as a Signalman. At the time of the events giving rise to the instant claim, he was assigned to a gang which stays in a Motel during the workweek. In this case, the Claimant seeks reimbursement for lodging expenses constituting the difference between a shared room and a private room at various times in February, March, and April, 1983.

The Carrier's policy on the sharing of rooms has not been rigidly enforced when gang members elect to incur the additional cost of private rooms. Moreover, when there is an odd number in the gang, the Carrier's policy is to permit only the Foreman to have a private room, the cost of which is fully reimbursed by the Carrier.

The record warrants the conclusion that the Claimant was required to stay in a private room because of the failure of the Carrier to rigidly enforce its policy on doubling up. Had it done so, the other members of the gang would have been prohibited from electing to stay in a private room. As a result, the Claimant had no alternative but to also stay in a private room. There is nothing in the record to cast doubt on the Claimant's credibility with respect to wanting to double up. In February and March, 1983, none of the other crew members "wanted to double up" with the Claimant. For the second half of April, 1983, a Gang member who usually shares a room with the Claimant checked into a private room and, according to the Claimant, said nothing about doubling up. The failure on the part of the Claimant to ask the Gang member in April, 1983 to share a room does not lead to the inference that the Claimant elected to stay in a private room. Under the circumstances, and given the Company's relaxed policy on doubling up, which was known to the Gang member, there is no requirement imposed upon the Claimant to ask a crew member to double up, when the crew member has already exercised his option to check into a private room. It is important to point out that the Claimant must rely on considerations other than the policy of the Carrier in requesting members of a Gang to share a room. The Board believes that under the circumstances, it would have been unreasonable for the Claimant to have asked the Gang member to share a room with him in April, 1983. Clearly, the Carrier has the means to avoid such situations from arising in the future. Accordingly, the Carrier is required to reimburse the Claimant for lodging expenses, amounting to the difference between a shared room and private room for the various dates of February, March and April, 1983.

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 Employee involved in this dispute are respectively Carrier and Employee 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 Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 19th day of September 1985.

