

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42565
Docket No. SG-43172
17-3-NRAB-00003-150425**

The Third Division consisted of the regular members and in addition Referee Roger K. MacDougall when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of R.Q. Norman, for payment of \$606.41, account Carrier violated the current Signalmen’s Agreement, particularly Rules 24 and 65, when it refused to compensate the Claimant for the additional cost he incurred for a clean and healthful room. Carrier’s File No. 1604236. General Chairman’s File No. UPGCW-24—0184. BRS File Case No. 15203-UP.”

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 case involves the suitability of hotel room accommodations provided to the Claimant and his actions when he decided they were unsuitable.

The Rules in question state:

“RULE 24 – MEALS AND LODGING FURNISHED

In emergency cases, such as derailments, washouts, snow blockades, fires and slides, employees taken away from their headquarters to perform work elsewhere will be furnished meals and lodging by the Company where possible. If the Company cannot or fails to furnish such meals and lodging, the employees will be reimbursed for the actual and necessary expense thereof. Signal maintainers, when used to perform work outside of their assigned territory, will be reimbursed for actual necessary expense for meals incurred while working outside said assigned territory.

Signal employees working on traveling gangs or away from their assigned headquarters will be assigned one person to a room when lodging is provided, when available. Employees assigned to camp cars who are required to stay away from their camp cars will be assigned one person to a room when lodging is provided, when available. Lodging referred to herein will be either in a hotel/motel equivalent to ‘AAA’ or better, clean and healthful.

If a headquartered gang is performing work off of its district, the employees of that gang will be paid at the one and one-half rate for that work except in those instances where double-time pay would be appropriate after 16 hours. A headquartered gang performing work off its district may do so as long as there are no involuntarily furloughed employees on that district. Headquartered gangs on Seniority District 12 will be paid at the one and one half rate if traveled for work across the construction travel line consisting of the former Texas and Pacific Line, extending from New Orleans, Louisiana, to El Paso, Texas. Work performed on the former Texas Pacific Line will be considered work on the south portion of Seniority District 12. District gangs will not work across seniority lines if employees are involuntarily furloughed in the seniority district where the work is located.

RULE 65 – LOSS OF EARNINGS

An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss.”

In this case, the Claimant, along with other gang members, was staying at a Days Inn and Suites. The Claimant says this hotel was not “AAA” or better, clean and healthful” as required by the CBA. Specifically, he alleged unsanitary and unsatisfactory conditions, such as: broken toilet seats, ticks and spiders, clogged drains, malfunctioning air conditioning units, and a Marijuana roach in one of the rooms. He says he attempted to get management to fix the issues. They did not. The hotel manager had different rooms, but not at the price negotiated with the Carrier. The rooms were bigger and, apparently, nicer. The new rates were \$140.63 per night. He was instructed to go back to the \$55.00 per night rooms provided by the Carrier. He did so, but claimed the \$606.41 in extra expenses related to the better rooms.

The Organization also says the Claimant, as foreman, needed a larger room to conduct daily job briefings. The Carrier says he had used the smaller rooms before and had no reason to have the larger ones. The Carrier also says there is no proof in the record that there were not other rooms available, or that the Claimant was compelled to spend \$606.41.

The Board must agree with the position of the Carrier. A careful review of the record reveals no proof that there were no other rooms available for the Claimant to use, or that he was authorized for the more expensive room. In a claim, the Organization bears the burden of proof. It seems that the Claimant, in this case, has not helped his Organization to perfect his claim. Thus, the Board finds that the Organization failed to meet its burden of proof.

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 6th day of March 2017.