

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43435  
Docket No. SG-44246  
19-3-NRAB-00003-170336**

**The Third Division consisted of the regular members and in addition Referee Paul Betts 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 J.E. Randolph, for three hours of straight-time compensation, \$237.94 in mileage compensation (659 miles@ \$9 for every 25 miles), \$10 meal expense, and \$15 per diem expense, account Carrier violated the current Signalmen's Agreement, particularly Rules 26 and 65, when it improperly removed the aforementioned compensation for service rendered on November 28, 2015, from his December 24, 2015, paycheck. Carrier's File No. 1647925. General Chairman's File No. UPGCW-56, 57, 65-0295. BRS File Case No. 15635-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.**

**In the instant claim, the Organization alleges the Carrier violated the Agreement when it improperly removed compensation for services rendered on November 28, 2015 from the Claimant's December 24, 2015 paycheck.**

**The Claimant was assigned to a signal department workgroup that, in accordance with Rule 26 ("Traveling Gang Work"), worked an "8 days on / 6 days off" schedule. The new work period was scheduled to begin on November 28, 2015. On the day prior to the start of the work period, the Claimant was notified by a senior signal department employee that he was being displaced from the workgroup. While the Organization argues the Claimant worked 3 hours on November 28, 2015 prior to being released by the Carrier, the Carrier maintains the Claimant did not perform any service on November 28, 2015.**

**The Organization argues a) the Claimant worked three hours on November 28, 2015, b) because the Claimant worked on November 28, 2015, he is entitled to the three hours of straight-time compensation, mileage/meal allowance, and per diem.**

**The Carrier argues a) the Claimant is not entitled to any additional compensation because the record establishes the Claimant did not work on November 28, 2015, b) because the Claimant was not present at the beginning of the gang's work period, the Claimant is not entitled to Rule 26 travel pay, c) an eyewitness statement established that the Claimant was not present, and d) the Organization and Claimant failed to provide any proof the Claimant worked on November 28, 2015, or made the trip prior to the start of the new work period.**

**After a thorough review of the record, the Board finds the Organization failed to meet its burden. Simply put, the record was void any probative evidence indicating the Claimant had worked on November 28, 2015 or had traveled from his home to work at the beginning of the work period. As the Board has held many times, mere assertions are not evidence. As such, the Board must deny the claim.**

**Although the Board may not have repeated every item of documentary evidence, nor all the arguments presented, we have considered all the relevant evidence and arguments presented in rendering this Award.**

**Form 1**  
**Page 3**

**Award No. 43435**  
**Docket No. SG-44246**  
**19-3-NRAB-00003-170336**

**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 1st day of March 2019.**