

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF
AMERICA**

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA

STATEMENT OF CLAIM: "That Signalmen E. Brummerhop, R. B. Wiggins, and Signal Helpers C. E. Reaves and Roy Ogletree be paid expenses for time held away from their headquarters by direction of the Management October 9th to 22nd, inclusive, 1936."

EMPLOYEES' STATEMENT OF FACTS: "Signalmen E. Brummerhop and R. B. Wiggins and Signal Helpers C. E. Reaves and Roy Ogletree were employed by the T. & N. O. Railroad as signal department employees under their respective classifications and assigned to work in a signal gang under the supervision of leading signalman R. B. Keller, with headquarters at what is known on the railroad as the old signal shop in Houston, Texas.

"On or about October 9, 1936, this gang was assigned the duties of renewing the storage batteries in service at an interlocking plant located at Virginia Point, which is also sometimes referred to as the causeway at Galveston. While performing these duties the employees above mentioned were required to remain at point of service and away from their regular assigned headquarters over night from October 9th to 22nd, inclusive, for which expense claims were denied."

EMPLOYEES' POSITION: "It is the position of the organization that the employees involved in this claim were assigned regular headquarters at Houston, Texas, and when held away from that point over night are entitled to allowance of expenses for meals and lodging within the meaning and intent of the rules contained in the existing agreement governing rates of pay and working conditions of signal department employees of the Texas and New Orleans Railroad Company when said meals and lodging are not furnished by the Company.

"As stated above, these employees were assigned the duty of renewing the storage battery at the interlocking plant located at Virginia Point on the causeway between the mainland and Galveston Island. In preparing for this work an old box car, which at some time in the past had been in service as a bunk car, was used to transport the necessary tools and materials for the job from Houston to Virginia Point. The work of loading said tools and materials into the old bunk car was performed by these employees or at least a part of them. At the time these tools and materials were loaded into the car for shipment there was no indication that the management intended this car to be used for living quarters by these employees while the work was being done at Virginia Point. This is very evident as the car was not equipped for that purpose nor was there any effort made at the time to so equip it.

There is in evidence an agreement between the parties effective May 3rd, 1924.

OPINION OF BOARD: Section 3 of Article 2 of the current agreement, reading:

"An employee's time will begin and end at a designated point but more than one such point may be named in a specified territory such as terminal territory."

contemplates that Signal Department employees covered by this Agreement shall have a definite railroad point designated as their headquarters and home station from which their working time shall start and end during their regular work days. The permission contained in this rule for setting up more than one point has no application in this case.

By the evidence in the record it is reasonably shown that the headquarters or home station of the employees involved in this dispute was the old Signal Shop at Houston, Texas. The Carrier, by ordering the employees to consider Car T&NO 2075 located at Virginia Point as their headquarters and home station during the time this construction and repair gang was renewing the storage batteries at the lift bridge on the Galveston Causeway, changed the headquarters and home station of these employees without bulletining such change, a practice since adopted in like circumstances and reasonably requisite under the rules.

Therefore, employees were not assigned to "Camp Cars" as contemplated by Section 15 of Article 2 of the current agreement and shall be compensated for expenses incurred for meals and lodging while working at Virginia Point, Texas, from Oct. 9th to 22nd, inclusive, 1936.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees 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 employees involved shall be compensated for the expenses incurred for meals and lodging while working at Virginia Point, Texas, Oct. 9th to 22nd, inclusive, 1936.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of March, 1938.