

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim for meal expenses at the rate of \$1.25 per day for all employees assigned to Signal Foreman C. H. Eggert's Signal Camp with camp cars as headquarters, from April 1, 1944 to January 31, 1945.

JOINT STATEMENT OF FACTS: On December 31, 1943 Bulletin No. 19-43 was posted to employees coming within the scope of the Signalmen's Agreement on the Ohio Division, advertising for a signal gang, to be equipped with camp cars, gang to consist of one signal foreman, four signalmen, three assistant signalmen and four signal helpers. Bulletin No. 2-44 was posted on January 18, 1944, awarding the positions advertised in Bulletin No. 19-43 of December 31, 1943, to the following employees:—

Signal Foreman	C. H. Eggert
Signalman	J. C. Winstead
Assistant	A. G. Russell
"	G. E. Cox
"	M. R. Sotha
Signal Helper	H. L. Cox
"	O. F. Ficke

No bids were received for the other positions specified in Bulletin No. 19-43 of December 31, 1943. The above mentioned employees were instructed to report at Belpre and start work there January 26, 1944, and inasmuch as camp cars were not made available at that point for these employees, instructions were also issued that they would be reimbursed for meals and lodging until camp cars were placed in service. On March 31, 1944, camp cars were placed in service at Belpre for the use of these employees and they were advised that after that date no expenses would be allowed them for lodging and meals. There was no one assigned to perform duties of a cook in these camp cars from March 31, 1944 to January 31, 1945, the date when the signal gang established under Bulletins Nos. 19-43 and 2-44 was abolished.

POSITION OF EMPLOYEES: As set forth in the Joint Statement of agreed upon Facts, a signal gang was, on January 26, 1944, established on the Ohio Division, with camp cars as headquarters consisting of one (1) Signal Foreman, four (4) signalmen, three (3) assistant signalmen and four (4) signal helpers. Bulletin No. 2-44, awarding these jobs to the senior applicants, stated that since the camp cars were not yet available no change of present assignments would be made at this time and the men were instructed to report at Belpre, Ohio to start work on the modification of

sustain the position of the Carrier in the main, and the Board's previous ruling on the issue involved in the present dispute, would amount to an unfair and unexpected penalty against the Carrier.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier bulletined for a signal gang composed of a foreman and 11 men to be equipped with camp cars. When the gang reported for work on January 26, 1944 camp cars were not then available, and instructions were issued that Carrier would reimburse employes for meals and lodging until camp cars were placed in service. On February 14, 1944 the camp cars arrived but were not fully equipped. A verbal agreement was made between the employes and the supervisor that they would occupy the cars for sleeping purposes but meal expenses would be allowed until the cars were completed, and such expenses at \$1.25 per day, per man were allowed until March 31, 1944. Carrier never did provide a cook.

It is clear the cars were not complete for lodging and meals until a cook was furnished. The question for decision is whether Carrier was obliged to furnish a cook.

This question had so long been in dispute that finally these same parties submitted to an arbitration in 1932, which resulted in an award requiring the management to furnish and pay the wages of cooks for signalmen assigned to camp cars. Thereupon Carrier abolished the use of camp cars. See Award 178. This action apparently subjected the employes to such hardships that they agreed in 1936 to bear one-half of the monthly salary of a cook.

Carrier attempts to use this agreement to impose an equal burden upon the employes to furnish a cook but such is not the fact. The agreement merely modifies the Arbitration Award to the extent of reducing the Carrier's obligation for a cook's salary by one half. The duty of Carrier to furnish the cook for signal men assigned to camp cars remains unrevoked and not modified.

Since Carrier assigned the Claimants to camp cars and failed to provide a cook as the Arbitration Award required it to do, the Claimants are entitled to recover.

Accordingly the claim must be sustained.

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 Employes involved in this dispute are respectively carrier and employes 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 Carrier violated the agreement as supplemented by the Arbitration Award.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of February, 1948.