

Award No. 10124

Docket No. SG-9710

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

James P. Carey, Jr., Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Southern Railway Company:

(a) That Signal Foreman R. A. McMichael, Signalmen J. W. Gibson, H. Hill, and R. C. Thomas, Assistant Signalmen E. Richardson and J. H. Sheehan, Signal Helper Z. R. Lawson, Jr., and those employes who may be assigned to and do work in the signal gang where no camp cars and cook are furnished, be allowed actual and/or necessary expenses during their assigned day of employment in such gang and each day of employment thereafter until camp cars and cook are furnished in accordance with Rule 54 of the current agreement.

(b) That a minimum allowance of seven dollars (\$7.00) be paid to each signal employe as an estimated expense allowance for each day of employment when meals and lodging are not furnished by the Carrier and when no expense forms are filed and actual expenses are unknown, to cover necessary expenses incurred during the period that no camp cars and cook are provided, until such time as camp cars and cook are furnished in accordance with the current agreement.

(c) That the Carrier furnish camp cars and cook for all signal gangs not so equipped, in accordance with the agreement and practice in effect at the time the current agreement was negotiated (February 16, 1948, effective date of rules), as provided in Rule 54 of that agreement.
(Carrier's File SG-9937)

EMPLOYES' STATEMENT OF FACTS: Under date of June 6, 1956, the Carrier issued Bulletin No. 453, advising in part, as follows:

"Effective June 25, 1956, a new Gang will be organized for work at Inman Yard, Atlanta. No camp cars will be provided and headquarters established at Inman Yard.

Applications will be received up to 11:59 P. M., June 16, 1956 for the new Gang and other vacancies as follows:

In addition, there is attached hereto, and made a part hereof, marked Carrier's Exhibit "A", copy of Bulletin No. 289, issued by the Signal and Electrical Superintendent at Charlotte, N. C., on April 19, 1949, showing that vacancies in a signal gang were bulletined with headquarters at Knoxville, Tennessee, and that no camp cars or cook were provided. Also attached, and made a part hereof, marked Carrier's Exhibit "B", is copy of Bulletin No. 290, issued by the Signal and Electrical Superintendent at Charlotte, on May 6, 1949, assigning signal forces to the vacancies created by bulletin No. 289. Thus, signal forces bid in, and were assigned, to the positions, knowing that they would not be furnished camp cars or a cook. They were well pleased with their assignments.

That the practice at the time the camp car rule was revised, effective February 16, 1948, was not to furnish all signal forces with camp cars and cooks, is further evidenced by affidavits attached hereto, and made a part hereof, made by Signal and Electrical Department supervisory forces, many of whom have had years of experience in the Signal and Electrical Department.

Thus, on the basis of the evidence produced, the conclusion is inescapable that signal employes and their representatives have long since conceded that there is no basis for the demand here made by the Brotherhood. The claim is not only not supported by the plain language of Rule 54, here determinative, but is not supported by the practice in effect throughout the years with respect to furnishing camp cars and cooks. The practice in effect when the rule was negotiated does not support the Brotherhood's contention.

Moreover, there is no provision within the Signalmen's Agreement in evidence supporting the Brotherhood's contention that a minimum allowance of \$7.00 per day be paid to each signal employe, as an estimated expense allowance, for each day of employment when meals and lodging are not furnished by the Carrier. The demand here made by the Brotherhood is nothing more than that the Adjustment Board establish a new rule or working condition for signalmen. That the Board has no authority to grant such a rule is well recognized.

All claimants not having been named, and the Brotherhood not having effected compliance with the specific terms of the Agreement in attempting to assert claims on behalf of unnamed persons, that part of the claim should be dismissed by the Board for want of jurisdiction, and claim on behalf of the named claimants should be denied.

All evidence here submitted in support of Carrier's position is known to employe representatives.

Carrier not having seen the Brotherhood's submission reserves the right after doing so to make appropriate response thereto.

(Exhibits not reproduced.)

OPINION OF BOARD: Disposition of this claim is governed by our findings and award in Docket No. SG-9709, Award No. 10123. For the reasons therein stated the claim lacks support.

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 the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Shulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of October, 1961.