

Award No. 11820
Docket No. SG-11421

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

William N. Christian, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN RAILWAY COMPANY

**THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC
RAILWAY COMPANY**

**THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
NEW ORLEANS AND NORTHEASTERN RAILROAD COMPANY**

THE NEW ORLEANS TERMINAL COMPANY

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

ST. JOHNS RIVER TERMINAL COMPANY

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al. that:

(a) The Carrier has and is continuing to violate the current agreement when they fail to furnish camp cars for use of signal gangs as provided for in Rule 54 of the Agreement, and/or related rules, or when trailers are substituted for or in lieu of camp cars.

(b) Messrs. S. E. Grogan, W. M. Riner, E. L. Crowe, W. W. Lewis, T. R. Walley, P. R. Wood, J. V. Hester, J. A. Watts, and J. E. Naylor, Signal Foremen of their respective gangs, together with others who may be assigned as Signal Foremen to such gangs or in lieu of those now assigned, and all of the employes assigned to and/or working in each of the respective signal gangs, or who may be assigned and/or working in each such gang, where no camp cars are furnished, be each reimbursed for their actual expenses for all meals eaten on trailers, or where camp cars are not furnished, from the effective date that such employes are deprived of the use of camp cars and required to use other accommodations in lieu of

camp cars, with a minimum of \$2.00 per day for meals for each day of service, and for each and every employee who incurs such expense for meals on trailers, or not in camp cars; claim to begin 60 days prior to date, or receipt of this letter, or date that trailers are substituted for camp cars, whichever date is applicable within or following the 60-day period, and continue thereafter until such time as camp cars are furnished in accordance with the agreement, except where meals and lodging are provided by the Carrier without cost to the employees.

(c) The above claims in item (b) to extend and apply to all Signal Foremen, Leading Signalmen, Signalmen, Assistant Signalmen, and Helpers, who are assigned or may be assigned to and/or working in signal gangs where camp cars are not furnished in accordance with the agreement, (other than employees assigned to a regular position in maintenance or in relay shops), or when trailers are substituted in lieu of camp cars, from the effective date of such action. [Carrier's File: SG-12699]

EMPLOYEES' STATEMENT OF FACTS: For many years, the Carrier had assigned various signal employees to camp cars and those cars were used as sleeping and dining quarters and were considered the home station of the employees assigned thereto. At least since June 29, 1921, when a Signalman's Agreement was negotiated on this Carrier, the camp cars referred to have been on-track cars suitable for movement by any designated train with safety.

Before or during June, 1958, the Carrier began to furnish trailer houses to the employees of the various signal gangs, in lieu of the on-track camp cars that had been furnished for at least 37 years. This action on the part of the Carrier was unilateral and arbitrary, as there was no attempt on the part of the Carrier to negotiate any provision concerning the use of house trailers in lieu of on-track camp cars; neither did the Carrier make any attempt to discuss this matter with the Brotherhood, but just put the trailer at the location of the camp cars and instructed the employees to move into the trailers as the camp cars were being discontinued.

As the Carrier furnished trailer houses in lieu of on-track camp cars on two seniority districts, the General Chairman, Mr. E. C. Melton, protested this action to the Signal and Electrical Superintendents who had jurisdiction over the separate seniority districts. Following these protests, the Carrier continued to furnish trailer houses in lieu of on-track camp cars, so the General Chairman presented separate claims on the two seniority districts involved. The two claims were handled separately in the usual manner, but were combined into one claim in the appeal to the highest officer of the Carrier designated to handle such disputes.

The protest and the subsequent claim that arose on the Lines East Seniority District is indicated by the exchange of correspondence, quoted below, between General Chairman Melton and the Officers of the Carrier:

"June 23, 1958. Sou. Ry.L.E.

Mr. J. M. Stanfill,
Signal & Electrical Supt.,
Southern Railway System Lines,
Charlotte 1, N.C.

On the record the evidence is conclusive that the effective Signalmen's Agreement has not been violated, and there is no basis for the claim and demand which the Brotherhood here attempts to assert.

CONCLUSION

Carrier has shown that:

(a) The claim and demand are barred insofar as they relate to unnamed persons; therefore, that part of the claim and demand should be dismissed by the Board for want of jurisdiction.

(b) The effective Signalmen's Agreement has not been violated as alleged, and there is no basis for the claim and demand which the Brotherhood here attempts to assert.

Under the circumstances that part of the claim and demand relating to unnamed persons is barred and the Board has no jurisdiction over it and should dismiss that part for want of jurisdiction. The reminder of the claim, being unsupported by the agreement and without basis, should be denied.

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

Carriers not having seen the Brotherhood's submission reserve the right after doing so to present any additional evidence necessary for the protection of their interests.

OPINION OF BOARD: The question is whether Rule 54 has been violated when Carrier furnishes house trailers in lieu of on-track camp cars, for the use of signal gangs without fixed headquarters.

Rule 54 provides:

"Camp Cars — Rule 54: (Revised — effective February 16, 1948)

"Camp cars furnished signal gangs shall be maintained in a good and sanitary condition. Present practice with respect to furnishing camp cars to be continued. They will be provided with sufficient means of ventilation and air space. Such cars shall be screened and ceiled and will be kept in good repair and suitable for movement by any designated train with safety. The interior shall be painted at least once a year when practicable.

"Bathing and water storage facilities will be provided for each outfit.

"All cars shall be equipped with furnishings in proper proportion to the number of men to be accommodated, such furnishings to include suitable beds or bunks (equipped with coil springs as replacements or general repairs to cars are made), chairs, lockers, stoves, kitchen and dining utensils, and dishes.

"Present practice with respect to furnishing mattresses and bed clothing and laundering such as is now being done shall be continued.

"It will be the duty of the signal foreman to see that camp cars are kept clean and sanitary.

"Employees will, as in the past, be responsible, under the direction of the foreman, for obtaining water for camp cars, including water for bathing facilities and that used for domestic purposes.

"The cook shall, as in the past, be provided and paid by the company and shall be subject to the direction of the man in charge of the gang.

"NOTE: The company has no responsibility for the food of employees living in camp cars; they will make arrangements with respect to that agreeable to themselves."

There is no evidence that the house trailers are unsuitable or inadequate for the intended purpose; the complaint is that off-track camp cars have been substituted for on-track camp cars. The furnishing of house trailers in lieu of on-track camp cars is not, in and of itself, a violation of Rule 54.

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. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October 1963.