

Award No. 12330
Docket No. SG-11726

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

In behalf of H. A. Rigg for reimbursement of \$235.20, the amount of personal expenses incurred by him during September and October, 1958, because the Carrier failed to furnish camp car in accordance with Rules 20 and 81 (d) of the current Signalmen's Agreement, effective July 1, 1952, as amended, after it had assigned him to a Signal Helper position in Gang No. 9 at Silvis, Illinois. (Expenses for each day were listed on Forms G 18 which Mr. Rigg submitted to the Carrier.) [Carrier's File: L-130-145]

EMPLOYES' STATEMENT OF FACTS: On July 5, 1958, the Carrier assigned Mr. H. A. Rigg to a permanent Signal Helper position, with home station Gang No. 9, Silvis Signal Shop, Silvis, Illinois.

As the Carrier failed to furnish camp cars as provided for in the current Signalmen's Agreement, Signal Helper Rigg submitted Forms G 18, personal expense accounts, for September and October, 1958, claiming reimbursement for the cost of his meals and lodging. Receipts for room rent were attached to those forms. The amounts claimed are as follows:

	September	October
Breakfast	\$ 23.25	\$ 23.75
Lunch	27.25	29.60
Dinner	34.35	36.00
Lodging	30.00	31.00
Total	<u>\$114.85</u>	<u>\$120.35</u>

On November 10, 1958, Mr. H. Jensen, Signal Engineer, wrote the following letter of denial to Signal Helper Rigg:

for camp cars as the Silvis Repair Shop is the headquarters. In addition, the rule quoted above very clearly provides:

"Crews not assigned to camp cars will be assigned to work in a definite district with a specific headquarters."

The specific headquarters or home point in the instant case is Silvis Repair Shop. We submit, therefore, there was no violation of this agreement.

Having exercised his seniority by bidding for and being assigned to the position in Silvis Repair Shop, he was not entitled to any expenses as he was actually working at his headquarters.

Rule 81 (d) has no bearing on this case as that rule covers signal gangs who are assigned camp cars and such gangs move in said camp cars from point to point, whereas employees of the Signal Repair Shop are assigned solely to work therein.

Neither has the third paragraph of Rule 81 (d) any application here. That paragraph refers only to territory in the Chicago District (Englewood, Gresham and Blue Island being in the environs of the Chicago District) and the reference thereto does not cover the entire system.

We submit on the basis of the facts and evidence in this docket the Carrier did not violate the agreement and claim should be denied.

OPINION OF BOARD: The essential facts are not in dispute. Claimant was assigned to the position of Signal Helper in Gang No. 9 with headquarters in the Signal Shop at Silvis, Illinois.

Petitioner contends that the Carrier violated Rules 20 and 81 (d) of the Agreement when it failed to furnish camp cars for Claimant. Accordingly, Claimant is asking that he be reimbursed in the sum of \$235.20 for personal expenses incurred by him during September and October, 1958.

Rule 20 reads:

"RULE 20 — HEADQUARTERS-CAMP CARS

Camp cars will be the headquarters as referred to in this agreement for employees assigned to such cars. When location of camp cars is changed, employees will be allowed travel time to new location in accordance with Rule 24. Crews not assigned to work in a definite district with a specific headquarters."

Rule 81 (d), in part, reads:

"(d) Except as otherwise provided in this rule, signal gangs shall be advertised for either:

- (1) Northern zone: (north and east of the Mississippi River),
or
- (2) Southern zone: (south and west of the Mississippi River)."

* * * * *

"A gang may be assigned with headquarters at either Englewood, Gresham, or Blue Island in lieu of camp cars, except when working between Mokena and Mile Post 45, in which case they will be furnished camp cars as headquarters if requested by the General Chairman. If such gang is used west of Mile Post 45 all positions in the gang, except those of assistant signalmen-maintainers will be declared vacant and rebulletined. In the event a gang is reestablished with headquarters at either Englewood, Gresham or Blue Island, it will be bulletined."

Petitioner argues that Rule 81 (d) "specifically covers the subject of furnishing camp cars to gangs". This is not so. The Rule permits the Carrier to assign gangs "with headquarters at either Englewood, Gresham or Blue Island in lieu of camp cars". Camp cars are to be furnished only when the gang works between Mokena and Mile Post 45, and then if requested by the General Chairman. The exception does not apply in the instant case. Silvis, Illinois, is neither within the Chicago District, nor between Mokena and Mile Post 45. It is approximately 180 miles from the Chicago District which includes Englewood, Gresham and Blue Island. The Rule does not provide that camp cars shall be furnished when a gang does not work in the Chicago District or when a gang works beyond Mile Post 45. Silvis, Illinois, is some distance beyond Mile Post 45.

Only Rule 20 prescribes when camp cars shall be furnished. This Rule does not provide that camp cars shall be furnished in every instance and under all circumstances. It provides only that the gang's headquarters will be camp cars when they are assigned to such cars.

Claimant was assigned to Gang No. 9 with headquarters at the Silvis Signal Shop. Bulletin No. 12 dated June 20, 1958, shows that the Home Station of Gang No. 9 is the Silvis Signal Shop. No camp cars were ever furnished to Gang No. 9 at Silvis. None were necessary because the Signal Shop served as headquarters for the gang.

There is no conclusive evidence that Carrier furnished camp cars when gangs worked west of Mile Post 45. The statement in Petitioner's Ex Parte Submission that "gangs working west of Mile Post 45 have always been furnished camp cars" is a mere assertion and not evidence. Carrier has shown that camp cars are furnished only to gangs "whose duties consist of construction, maintenance and major repairs on line of road over the system and who, from time to time, move therein from place to place and have a boarding and camp car in which to sleep and eat". Signal employes in Gang No. 9 were permanently assigned to work at the Silvis Repair Shop. They left the shop only on emergency assignments.

On the basis of the record we conclude that there is no basis for the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1964.