

Award No. 14403
Docket No. SG-13040

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & 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 that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 78, when it failed to provide all gangs and crews assigned to camp cars, dining and kitchen car facilities required for cooking and eating.

(b) The Carrier also violated Article V of the August 21, 1954 Agreement when it failed to render a decision on the above grievance within 60 days of June 10, 1960, the date it was initially presented to the Carrier by the General Chairman for consideration.

(c) The Carrier now be required to furnish and equip all gangs and crews with dining and kitchen car facilities which includes all the equipment necessary for cooking and eating; compensate each of the following members of the involved signal gangs and crews \$3.50 per day expenses for each day they are assigned and working on gangs and crews retroactive to July 10, 1960, and on a continuous basis until such time as cooks and facilities are again provided on each gang or crew:

Signal Gang No. 1, Signal Foreman C. R. Storek; Signalmen D. K. Reid, N. E. Pence, D. L. Bogle; Assistant Signalmen Lon Morgan and L. D. Drayfahl; Helpers J. E. Luken and P. E. Herbic.

Signal Gang No. 2, Foreman J. D. Smiley; Signalmen C. G. Childers, J. L. McKeever, E. Haberman; Assistant Signalman D. H. Turner; Signal Helpers J. W. Lewis, J. W. Rinkenbaugh and R. L. Duquenne.

Signal Gang No. 4, Foreman R. G. Fuller; Signalmen J. H. Templeman, A. H. Johnson, R. E. Carr, D. E. Sabin; Assistant Signalmen — unknown; Helpers G. J. Robinson, G. E. Holm. F. L. Peterson.

Signal Gang No. 8, Foreman L. C. Zinsmeister; Signalmen L. M. Taylor, L. W. Egger, J. L. Snapp; Assistant Signalmen D. L. Daniel, D. H. Barnett; Helpers Tom Morton, D. B. Regan and T. A. Johnson.

Crew No. 10, R. H. Roark.

Crew No. 11, Leading Signalman Cox and Assistant Signalman K. O. Poyser.

Crew No. 12, A. K. Warner, Leading Signalman; G. L. Knight, Assistant Signalman.

Crew No. 13, J. D. Jennings, Leading Signalman; and Signal Helper F. L. Peterson.

This claim is to cover all employees assigned to Gang Nos. 1, 2, 4, and 8; Crew Nos. 10, 11, 12, and 13, and all subsequent assignees to these gangs or crews, or subsequent gangs or crews that may be created. The Carrier's records are to be used to check names and dates of the employees employed on the various signal gangs and crews. (Carrier's File: L-130-203, L-130-174)

EMPLOYEES' STATEMENT OF FACTS: It has been a practice in the past for the Carrier to furnish boarding and camp cars in which gang employees could eat and sleep. Beginning approximately thirty years ago, cooks were provided for boarding cars and it was agreed that the Carrier would furnish all the equipment for the boarding cars (cooking utensils, dishes, silverware, stoves, refrigerators, etc.) and pay the cook's wages, and the gang employees would maintain a fund to buy the provisions. It was agreed that the men employed as cooks would be in the Signal Helper classification. After building up seniority as Signal Helpers, some of the cooks used their seniority to gain promotion to other positions classified in the Signalmen's Agreement. Though some of the cooks proved they could be good mechanics, it was later agreed that because the men hired as cooks generally did not make good mechanics, they would be denied the right to promotion but would be entitled to other (seniority, displacement, recall, etc.) rights under the Signalmen's Agreement.

Even though cooks and dining facilities had been furnished for a number of years, the Carrier began a unilateral practice of eliminating them. One example is involved in Docket No. SG-12380. The Carrier's action of eliminating cooks and dining facilities from signal gangs has been the subject of numerous conference discussions, but the Carrier continued to eliminate cooks and to work gangs on which the cooks had been eliminated. Finally the Brotherhood's General Chairman, Mr. R. A. Watkins, filed a grievance with the Carrier on June 10, 1960, account gangs and crews not being equipped with dining and kitchen car facilities as required by the Agreement, particularly Rule 78 and others which make reference to these facilities. In the same letter the General Chairman stated that if the gangs and crews were not so equipped within thirty days, claims for meals for the employees would be filed. The General Chairman's grievance of June 10, 1960, is attached hereto and identified as Brotherhood's Exhibit No. 1.

This matter was discussed in conference on July 14, 1960, and on August 23, 1960, the Carrier wrote a letter of denial which is attached hereto as Brotherhood's Exhibit No. 2.

OPINION OF BOARD: The Brotherhood contends that Carrier violated Article V of the August 21, 1954 Agreement since it failed to give written reasons for denying the claim, within sixty days from the date the General Chairman's claim was allegedly filed on June 10, 1960. The record shows that the alleged claim of June 10, 1960 was actually a letter of that date from the General Chairman to Mr. H. Jensen, Signal Engineer. Rather than a claim, the letter warned that claims would be filed unless Carrier took action to rectify certain conditions. This is clear from the first two paragraphs of the letter, which read as follows:

"This communication will serve as formal notice that all gangs and crews be equipped with dining and kitchen car facilities which will include all the equipment required for cooking and eating, within 30 days from date of this letter. This letter will also notify you that all gangs and crews not so equipped with these facilities that appropriate claims for meals will be filed for the employees assigned to gangs and crews without these facilities."

On August 30, 1960, the General Chairman did file specific claims indicating the dates of violation and the names of claimants. The Carrier then responded to this claim within the 60 days period with reasons for denial of the claim. In view of the fact that Carrier did comply with Article V of the August 21, 1954 Agreement, the Brotherhood's original contention is overruled.

With respect to the issue of the violation, this issue involving Rule 78 of the Signalmen's Agreement, was considered in Award 12955 and claim was denied.

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 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 on the basis of the reasons set forth in Award 12955, we deny this claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of May 1966.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.