



Award No. 15473
Docket No. SG-13770

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company:

(a) The Company has violated and is continuing to violate the Agreement, especially Article 2, Section 12 and Article 8, Sections 2 (a), 2 (b), 2 (c), and 2 (d), beginning April 6, 1959, when the position of Signalman advertised on Bulletin No. 17A, dated April 3, 1959, was temporarily assigned to J. R. Little, Jr. from April 6 to April 13, 1959; and W. O. Gammon from April 13 to April 16, 1959; and awarded to W. O. Gammon on Bulletin No. 20A, dated April 14, 1959. These same rules have been violated since April 13, 1959, when the position of Signalman advertised on Bulletin 19A, dated April 13, 1959, was temporarily assigned to R. P. Woodruff, pending award.

(b) J. R. Little, Jr. be paid two hours and forty minutes as provided in Article 2, Section 9 (a); and one hour as provided in Article 2, Section 8 (b), for traveling and hauling tools and material to and from Converse, Ind., to a T&S headquarters at Logansport, Indiana, on April 6, 7, 8, 9, and 10, 1959.

(c) W. O. Gammon be paid two hours and forty minutes, as provided in Article 2, Section 9 (a); and one hour as provided in Article 2, Section 8 (b), for traveling and hauling tools and material to and from Converse, Ind., to a T&S headquarters at Logansport, Ind., from April 13, 1959, until such time as an established T&S gang headquarters is furnished.

(d) R. P. Woodruff be paid two hours and forty minutes as provided in Article 2, Section 9 (a); and one hour as provided in Article 2, Section 8 (b), for traveling and hauling tools and material to and from Converse, Ind., to a T&S headquarters at Logansport, Ind., from April 13, 1959, until such time as an established T&S gang headquarters is furnished.

[System Docket 130 — Northwestern Region Case No. 35]

In a letter dated June 9, 1957, the Local Chairman docketed the claim for discussion at a meeting on June 16, 1959. Following the meeting, the Superintendent-Personnel denied the claim by letter dated June 22, 1959. The Local Chairman rejected this decision in a letter dated August 4, 1959, which is attached as Exhibit A-1, and requested a Joint Submission be prepared in the matter. In the same letter the Local Chairman made the following request:

"Since it will not be possible to have the statement prepared and forwarded to the General Chairman within sixty days, I hereby request an extension of sixty (60) days from August 4, 1959 as provided in Article V of the August 21, 1954 Agreement."

On October 1, 1959, the Local Chairman addressed to the Superintendent-Personnel a second letter, attached as Exhibit A-2, in which he requested an additional extension of time under Article V of the August 21, 1954 Agreement. The Superintendent replied to this in a letter dated October 12, 1959, attached as Exhibit A-3, stating, in part, as follows:

"In your letter of August 4, 1959, you requested a Joint Submission on this case. We are sorry that we have been unable to get the Facts in this case prepared and sent to you by this time, therefore, we are agreeable with your request for an additional extension of time of sixty (60) days from October 2, 1959, as provided in Article V of the August 21, 1954 Agreement."

Similar correspondence was exchanged between the Local Chairman and Superintendent in letters dated November 28, 1959 and December 8, 1959, attached as Exhibits A-4 and A-5, respectively.

The subject was docketed for discussion with the Manager-Labor Relations, the highest officer of the Carrier designated to handle such disputes on the property, in a letter from the General Chairman dated December 16, 1959, a copy of which is attached as Exhibit B-1. The parties agreed to extend the period for the Manager-Labor Relations decision as seen in the latter's letter of January 22, 1960, a copy of which is attached as Exhibit B-2.

A copy of the Joint Submission which was completed on September 23, 1961 is attached as Exhibit C. The matter was discussed by the General Chairman and Manager-Labor Relations in a meeting held October 17, 1961.

Following this, the Manager-Labor Relations denied the claim in letter dated November 22, 1961, a copy of which is attached as Exhibit D.

Therefore, so far as Carrier is able to anticipate the basis of this claim, the questions to be decided by your Honorable Board are whether this claim has been properly progressed on the property in accordance with Article V of the August 21, 1954 Agreement and whether, under the circumstances here present, the Claimants are entitled to the compensation claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: During the time period covered in this claim, the Carrier advertised positions of signalmen and designated certain Maintenance of Way Camp Trains as headquarters for these positions.

The camp trains were supervised and maintained by the Carrier's Maintenance of Way Foreman. The Organization contends that the Carrier should have provided the signalmen with their own camp trains. The Carrier asserts the position, that by designating the Maintenance of Way Camp Trains as the Signalmen's headquarters, it satisfied the provisions of the Signalmen's Agreement, which the Organization alleges have been violated herein.

The record indicates that during the thirteen days involved in this case, the Claimants did not sleep or take their meals at the camp trains. Apparently, they went home each night for their lodging and apparently took their meals in a restaurant. They were reimbursed for the meal expense by the Carrier.

We are mindful of the Carrier's responsibility to provide adequate facilities to the signalmen under the terms of the existing agreement. Therefore, we do not intend to write an award which could in any way be interpreted as a dilution of that responsibility. We believe that the Carrier must provide adequate facilities as prescribed by the agreement and that each individual case will probably have to be adjudicated on its own merits. We certainly do not want this award to be construed as meaning that simply any facilities, provided by the Carrier, are sufficient to meet the terms of the existing agreement.

We have examined the record carefully and we are of the opinion that the facilities which were provided by the Carrier, under the circumstances existing in this particular case, were adequate to meet the requirements, as we understand the intent of the rules cited. Therefore, we will deny 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 Employee involved in this dispute are respectively Carrier and Employee 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 7th day of April 1967.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.