

Award No. 18497
Docket No. SG-18723

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) Carrier violated the signalmen's agreement, particularly Rules 18, 19 and 25, when it used signal employees assigned to signal gang No. 1 away from their home station and did not allow actual necessary expenses incurred while away from home station.

(b) Carrier pay signal employees assigned to signal gang No. 1 for actual necessary expenses incurred while used away from home station (camp cars) and not permitted to return thereto on February 17, 18 and 19, 1969. Claimants and expenses claimed are listed herein below.

Employee	Meals	Lodging	Total
J. W. Powers	\$13.50	\$7.21	\$20.71
J. O. Rowes	13.45	6.18	19.63
G. G. Williams	12.95	7.22	20.17
C. W. Agin	13.00	7.22	20.22
H. C. Creed, Jr.	12.55	6.18	18.73
M. M. Thomas	10.85	7.22	18.07

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of July 1, 1967, and a Memorandum of Agreement dated June 17, 1968, which are by reference made a part of the record in this dispute. The pertinent parts of those agreements are:

[July 1, 1967 Agreement]

"RULE 11. HOME STATION

An employee's time will begin and end at a designated point at his home station except employees covered by Rules 19 and 46. Camp cars will be the home station as referred to in these rules for em-

You did not present anything new in support of this claim and you were advised that there was no basis for changing our decision of June 30th."

Vice President Gregg of the Brotherhood was brought into the handling of this claim, and attached as Carrier's Exhibit E are reproductions of the correspondence exchanged with him, beginning with his letter of April 23, 1969, to General Chairman Harper, with copy to the undersigned, Carrier's highest designated officer to handle such disputes.

Such handling by Vice President Gregg was also injected in a similar claim on behalf of Signal Gang No. 1, J. W. Powers, Foreman, account sleeping cars of camp car outfit not being available at Yemassee, S. C., on July 29 and 30, 1968, which is now before the Third Division as Docket SG-18555.

(Exhibits not reproduced.)

OPINION OF BOARD: The dispute herein involves the same parties, the same agreement provisions, and similar contentions as were involved in Award No. 18496, and the findings in that Award are applicable here.

The Claimants were employees covered by Section I of the Memorandum Agreement of June 17, 1968, and when meals and lodging were not provided, they were entitled to the benefits specifically provided for in Sections I-A-3 and I-B-2 of that Agreement. They have been allowed such benefits.

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 the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 9th day of April 1971.

**DISSENT TO AWARDS NOS. 18496 AND 18497
DOCKETS NOS. SG-18555 AND SG-18723**

Award No. 18496, and No. 18497 which follows it, is palpable error and should be disregarded in future disputes between the parties involved.

The Memorandum of Agreement of June 17, 1968 controls in the payment of expense allowances and travel time to all of the Carrier's Signal Department Employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps, highway trailers, hotels or motels. That it applies only to these employees is established by the first sentence of Section II of the Agreement which rejects Section II of the Award of Arbitration Board 298 [Section II of the Award covered "Employees (other than those referred to in Section I * * *) who are required * * * to be away from their headquarters point * * *."] Hence, it is inescapable that the present Agreement covers those, and only those employees described in its Section I, and when the parties said in Section II that Rules 18, 19 and 25 of the working Agreement shall continue in effect for employees sent away from home station, they were referring to those employees embraced in Section I.

It being shown that the Memorandum provides benefits only for those employees set out in its Section I, and that all of the rules of the working Agreement were preserved to other employees by the first sentence of Section II, the holding of the Majority is that the parties performed a useless act in writing the second sentence of Section II because there is no one left to whom it could apply. We have consistently held that to so interpret an agreement is improper.

Awards Nos. 18496 and 18497 are palpable error, and I dissent.

W. W. Altus, Jr.
Labor Member

**CARRIER MEMBERS' ANSWER TO DISSENTS TO
AWARDS NOS. 18496 AND 18497,
DOCKETS NOS. SG-18555 AND SG-18723**

The dissents consist in the main of a rehash of the arguments previously advanced by the Organization and the dissenter, all of which were fully considered and found lacking by the majority. Repetition does not add validity to the arguments.

Awards 18496 and 18497 and the records on which they are based stand as the best refutation of the views of the dissenter. The awards are not erroneous, and the dissents do not make them so, nor do the dissents detract from the awards.

P. C. Carter
R. E. Black
H. F. M. Braidwood
W. B. Jones
G. L. Naylor

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