

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: "Claim that the Missouri Pacific Railroad Company violated the provisions of its agreement with the Brotherhood of Railroad Signalmen of America in failing to maintain the camp car to which the gang, in which G. Lawson was working, was assigned in the manner provided for in said agreement, and

Claim that G. Lawson be reimbursed to the amount of \$16.25 for necessary expense for lodging from November 1 to December 8, 1939, both dates inclusive, Sundays and holidays excluded, while working in signal gang under Signal Foreman C. R. Hodkins and assigned to camp car which was not in a livable condition as provided for by the provisions of existing agreement."

EMPLOYEES' STATEMENT OF FACTS: "The specific expense for which claim is here made was filed with the Management on regular form 1361 covering a period of 32 days, November 1, 1939 to December 8, 1939, both dates included but Sundays and holidays being excluded. The expense for lodging as claimed by Mr. Lawson for November 1939 covers an expense for lodging at the rate of 50 cents per night for a period of twenty-five nights, totaling \$12.50, while the expense for December was for a period of six nights at 50 cents per night and one night at the rate of seventy-five cents per night, the total for December, 1939, being \$3.75. The total expense for the two months, as claimed, is \$16.25.

"For the period involved in this claim, G. Lawson was working in a signal gang under the direction of Signal Foreman C. R. Hodkins and assigned to a camp car as his headquarters. The camp car to which Lawson was assigned was not maintained in a sanitary condition, nor equipped suitable to the needs and comfort of the employees. The necessary equipment to afford living and sleeping accommodations for the employees assigned to this car as their home station were not furnished by the Management as provided for by the provisions of the current agreement; however, considerable tools and material were stored in the car.

"The current agreement between the Missouri Pacific Railroad Company and the Brotherhood of Railroad Signalmen of America, effective September 1, 1939, provides that camp cars to which employees are assigned shall be the home station of such employees as stated in Rule 16 (c), which reads:

'Camp cars will be the home station as referred to in this agreement for employees assigned to such cars and who have no other assigned home station.'

"The agreement also provides for the specific maintenance of camp cars, as set forth in Rule 16 (a), as here quoted:

"The case was then presented by the Local Chairman requesting claim be paid account:

'Mr. George Lawson states that while stationed at California, Mo., the track upon which their car had been side tracked was switched twice a night. As late as 11:30 P. M. and as early as 5:30 A. M. making it very hard to get a good night's rest, so they would be able to do a good day's work the next day. It was asked of Mr. N. S. Lynch, Signal Supervisor, if the car could be spotted on the mill track at California, but nothing was ever done about it. The bunk car was also a tool and material car, making very little room for their bunks. He also states that no mattresses were furnished them.'

"Foreman in charge of this gang stated:

'Jefferson City,
July 3, 1940.'

Signal Supvr:

In regards to bunk car MP X-3164, this car has always been equipped with two double bunks with built in springs, and with mattresses. (4) This car has been occupied by signal department employes assigned to service in repair and construction continuously for past 3 or 4 years on Eastern Division.

(Signed) N. C. Waldram.'

"This camp car was in a sanitary condition and equipped suitable to the needs and comfort of employes in conformity with Rule 16-(a) of the wage schedule agreement.

"There is no basis under the rule for the Employes' claim."

OPINION OF BOARD: A signal construction and repair gang, composed of claimant and three other employes, was assigned to a camp car as its home station. The construction and repair work performed by this signal gang was on the Eastern Division of the Missouri Pacific between St. Louis and Kansas City. It involved a period during the months of November and December 1939. Rule 16 (c) of the current agreement is as follows:

"Camp cars will be the home station as referred to in this agreement for employes assigned to such cars and who have no other assigned home station."

The agreement also provides for the specific maintenance of camp cars as set forth in Rule 16 (a) which we quote:

"Camp cars will be maintained in a sanitary condition and equipped suitable to the needs and comfort of the employes, and upon request of the employes in a gang that they expect to use camp car for cooking and eating purposes, it will be equipped with necessary kitchen stove, kitchen utensils and dishes in proper proportion to the number of men to be accommodated."

The agreement further provides for reimbursement for necessary expenses without unnecessary delay as set forth in Rule 12 (d-2), which reads:

"Reimbursement allowance for expenses incurred under rules of this schedule during the preceding month, will be payable not later than the fifteenth (15) of the month following."

It is the contention of the claimant that the camp car to which he was assigned was not maintained in a sanitary condition or equipped suitably to the needs and comfort of the employes; that while there were four men assigned to the camp car there were but two sets of springs and mattresses; that these were located in one end of the car and the necessary tools and material for the job then under way occupied the balance of the car; that

the claim is for lodging by Mr. Lawson for a period of twenty-five nights at 50 cents per night during November, and a period of six nights at 50 cents per night and one night at the rate of 75 cents per night during December, such expenditures being necessary because of the failure of Carrier to provide suitable living quarters.

There is no dispute in regard to the rules in this case but there is a sharp disagreement as to the equipment and facilities furnished by the Carrier.

It is the contention of the claimant that there were but two mattresses furnished by the Carrier for the accommodation of these four men; that those furnished by the Carrier were of the single bed type; that there was no mattress furnished for claimant's bed. While this is denied by the Carrier there is in the record the statement of the foreman of this gang reading as follows:

"The car had two double bunks in one end, while the other end had tools and wire which I moved to one side and put a bunk up for myself with my own springs and mattress. There was only two springs and mattresses in the car so Dinwiddie and Feldheger were using them."

A fair reading of this record convinces this Board that the Carrier failed to provide and equip a camp car suitable as living quarters for claimant within the meaning of the rules of the current agreement, and that he should be reimbursed for expenses incurred in securing sleeping quarters elsewhere.

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 employe involved in this dispute are respectively carrier and employe 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 there was a violation of the current agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 12th day of January, 1942.