Award No. 12792
Docket No. SG-12145

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, 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 that:

(a) The following men be paid their expenses as they were listed to the Supervisor C. & S. at Columbus:

C. C. Griffin, Foreman T. & S.	AD 7154 submitted 9/15/58	$29.45
	AD 7154 submitted 9/26/58	$26.00
Karl Zeigler, Signalman	AD 7154 submitted 9/15/58	$34.05
	AD 7154 submitted 9/26/58	$30.05
C. E. Fawcett, Signalman	AD 7154 submitted 9/26/58	$21.41
	AD 7154 submitted 9/15/58	$21.54
T. P. Trzaskoma, Signalman	AD 7154 submitted 9/15/58	$32.80
	AD 7154 submitted 9/26/58	$21.35
E. M. Arnold, Signalman	AD 7154 submitted 9/15/58	$30.70
	AD 7154 submitted 9/26/58	$26.50
J. E. Maxwell, Signalman	AD 7154 submitted 9/15/58	$29.08
E. S. Donley, Helper T. & S.	AD 7154 submitted 9/15/58	$27.60
	AD 7154 submitted 9/26/58	$20.05
B. L. Boocks, Helper T. & S.	AD 7154 submitted 9/12/58	$33.90

(b) This is a violation of Article 8, Section 2, of the current Agreement between the Pennsylvania Railroad Company and the Brotherhood of Railroad Signalmen of America; therefore, the claim as listed in (a) should be paid.
[Carrier's File: System Docket No. 111 — Buckeye Region No. Z-41]

compensation requested, even if it were somehow determined that a violation of the Agreement did occur. Therefore, the Carrier respectfully requests your Honorable Board to deny in its entirety the Employes' claim in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: As regular members of a T. & S. signal gang, Claimants were assigned by Carrier to work on an I & C project for the State of Ohio. They lived in a camp car outfit consisting of a recreation car and a sleeper car. Since they were away from their own headquarters and no dining car was furnished, they ate their meals in a public restaurant with expenses reimbursed by the company. On August 15, 1958 a Bridge and Building camp car train was placed on the track to the west of the camp car of the T. & S. employes. The T. & S. gang were instructed to eat their meals in this dining room camp car which also served meals to the Bridge and Building employes. The meals were prepared by a cook assigned to the Bridge and Building gang. The Claimants ignored the instructions and continued to eat in the public restaurant. They forwarded an expense account for the meals which Carrier refused to honor.

The T. & S. employes take the position that Carrier violated Article 8, Section 2 of the Agreement when it failed to complete the T. & S. camp car outfit by omitting a dining car and a cook to prepare the meals. They argue that they were thus free to eat their meals in a restaurant and should be reimbursed for the costs of the meals.

The record is clear that initially Carrier did not supply the dining facilities to complete the camp car outfit. Accordingly, it authorized the taking of meals in a public restaurant and reimbursed the employes for such costs. When Carrier furnished the dining car and cook with the arrival of another gang, it complied with the provisions of Article 8, Section 2.

It is conceivable that under certain circumstances the provision of a dining car and a cook to complete a camp car outfit would not meet all the requirements of Article 8, Section 2. In the instant case, however, after the dining car and cook were furnished, Claimants denied that the camp car outfit was completed; and they did not present evidence to show that the facilities were inadequately equipped and furnished to accommodate the employes or that the cook could not satisfactorily meet their comforts and needs. Based upon the issue as presented, we do not find that Claimants have shown a violation of Article 8, Section 2. We, therefore, hold that the Agreement was not violated.

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 Agreement was not violated.

AWARD

Claim denied in accordance with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1964.