

Award No. 13112

Docket No. SG-11756

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

(Supplemental)

Francis M. Reagan, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**SOUTHERN RAILWAY COMPANY ET AL.**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

On behalf of all Signal Foreman and the personnel of their respective gangs (as identified by bulletin assignments) for reimbursement for their expenses for meals not served in camp cars since camp cars have not been furnished by the Carrier as provided for in Rule 54 of the current Signalmen's Agreement. This is an additional claim to cover the additional signal gangs and added employees who are now in service using house trailers who were not in service when the other similar claim was filed and to take care of the many changes in the personnel of all signal gangs which may be involved where employees are adversely affected to the effect that all of those who are required to pay for their work day meals not served in camp cars, while not living in camp cars, be reimbursed for all necessary expenses for meals not furnished by the Carrier and/or meals served in the respective house trailers while living in trailers and not furnished camp cars as so provided for in the agreement. Claim to begin 60 days prior to March 3, 1959, and to continue thereafter until proper corrections are made and the violation discontinued. [Carrier's File: SG-13260]

**EMPLOYEES' STATEMENT OF FACTS:** For many years, the Carrier had assigned various signal employees to camp cars and those cars were used as sleeping and dining quarters and were considered the home station of the employees assigned thereto. At least since June 29, 1921, when a Signalmen's Agreement was negotiated on this Carrier, the camp cars referred to have been on-track cars suitable for movement by any designated train with safety.

Before or during June 1958, the Carrier began to furnish trailer houses to employees of the various signal gangs in lieu of the camp cars that had been furnished for at least 37 years. This action on the part of the Carrier was unilateral and arbitrary as there was no attempt on the part of the Carrier to negotiate any provision concerning the use of house trailers in lieu of the camp cars; neither did the Carrier make any attempt to discuss this matter with the Brotherhood, but just put the trailer at the location of the camp cars and instructed the employees to move into the trailers as the camp cars were being discontinued.

with respect to that agreeable to themselves." Despite this agreement provision that the company is not responsible for paying for the food consumed by signal forces living in camp cars, the Brotherhood here attempts to have the Board disregard this provision of the contract and make an award contrary thereto holding that the company has contracted to pay for the food consumed by the employees. It goes without saying that the Board lacks authority to do what is demanded.

The principle is firmly established that prerogatives inherent in management and which are not surrendered by the terms of a collective bargaining agreement are retained by the management. Under the terms of an agreement, a carrier is obligated to do or not to do certain things. The Railway Company is obligated to do only the things it has contracted to do and is prevented from doing the things which it has agreed it would not do. A carrier is unquestionably free to do any and all the things it has not agreed to restrict itself from doing. The only extent to which the Carriers here involved have obligated themselves to their signal employees insofar as camp cars are concerned is spelled out in Rule 54 of the Signalmen's Agreement in evidence. Not in any language contained in that rule have the Carriers negotiated away their right to exercise their managerial prerogatives and furnish the kind of cars for living quarters that they deem suitable for such use, whether they be on-track camp cars or off-track camp cars (automotive trailers).

The mere fact that the Carriers in the exercise of their managerial prerogatives furnished on-track camp cars (converted box cars in most instances) as living quarters for movable signal gangs for a number of years does not mean that they have contracted with their signal employees to always furnish that type of camp car, or that the type of camp car could not be changed without the concurrence of the employees and their representatives. The Carriers, not having negotiated away their right to furnish the kind of cars for living quarters they deem suitable for such use, had not contractual obligation to the employees or to the Brotherhood to obtain their concurrence before changing the type of camp car furnished as living quarters for movable signal forces. The effective Signalmen's Agreement was not therefore violated when the Carriers elected to furnish movable signal gangs with no fixed headquarters off-track camp cars (automotive trailers) as living quarters, rather than furnish on-track camp cars. There is not therefore any basis for the claim and demand which the Brotherhood here attempts to assert.

Carriers have shown that:

(a) The claim and demand are barred and should, therefore, be dismissed by the Board for want of jurisdiction.

(b) The effective Signalmen's Agreement has not been violated as alleged and there is no basis for the claim and demand which the Brotherhood here attempts to assert. Rule 54 of the agreement clearly provides that "The company has no responsibility for the food of employees living in camp cars."

Claim, being barred, should be dismissed by the Board for want of jurisdiction. If, despite this fact, the Board assumes jurisdiction, it cannot do other than make a denial award.

**OPINION OF BOARD:** The question presented to the Board is an alleged violation of Rule 54:

"Camp Cars—Rule 54: (Revised—effective February 16, 1948)

"Camp cars furnished signal gangs shall be maintained in a good and sanitary condition. Present practice with respect to furnishing camp cars to be continued. They will be provided with sufficient means of ventilation and air space. Such cars shall be screened and ceiled and will be kept in good repair and suitable for movement by any designated train with safety. The interior shall be painted at least once a year when practicable.

"Bathing and water storage facilities will be provided for each outfit.

"All cars shall be equipped with furnishings in proper proportion to the number of men to be accommodated, such furnishings to include suitable beds or bunks (equipped with coil springs as replacements or general repairs to cars are made), chairs, lockers, stoves, kitchen and dining utensils, and dishes.

"Present practice with respect to furnishing mattresses and bed clothing and laundering such as is now being done shall be continued.

"It will be the duty of the signal foreman to see that camp cars are kept clean and sanitary.

"Employees will, as in the past, be responsible, under the direction of the foreman, for obtaining water for camp cars, including water for bathing facilities and that used for domestic purposes.

"The cook shall, as in the past, be provided and paid by the company and shall be subject to the direction of the man in charge of the gang.

"NOTE: The company has no responsibility for the food of employes living in camp cars; they will make arrangements with respect to that agreeable to themselves."

based upon the Carrier furnishing house trailers in substitution for camp cars said claim being filed "to cover the additional signal gangs and added employes who are now in service using house trailers who were not in service when the other similar claim was filed."

A further question to the Board is an alleged violation of Article V of the Agreement of August 21, 1954:

"(a) All claims or grievances must be presented in writing by or on behalf of the employes involved to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based . . ."

in that claim is "On behalf of all Signal Foremen and the personnel of their respective gangs (as identified by bulletin assignment) . . . who are now in service using house trailers who were not in service when the other similar claim was filed . . ."

The issues and the facts herein are in the main in agreement with those in Award 11820 and we deem that decision controlling in this matter.

**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 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

The Agreement has not been violated.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of November, 1964.