

Award No. 15474
Docket No. SG-13773

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:

On behalf of E. T. Hunt, Foreman T&S; W. Collins, B. W. Bixler, W. L. Baker, R. L. Bridenthal, Signalmen; W. O. Gammon, Assistant Signalman; P. A. Neher, R. P. Woodruff and J. R. Little, Jr., Helpers; for one (1) hour's pay at the time and one-half rate for each day worked from February 17, 1959, until such time as the Company provides a properly equipped camp car outfit, including dining and tool cars, in accordance with the provisions of Article 8, Sections 2 (a) and 2 (b) of the current Schedule Agreement, for the above-named employees.

[System Docket 128 - Northwestern Region Case 32]

EMPLOYEES' STATEMENT OF FACTS: This claim arose because the Carrier failed to furnish the Signal Gang, to which the Claimants were assigned, proper camp car facilities as outlined in the current Signalmen's Agreement. The record shows that prior to this claim being initiated and continuing for some time afterwards, the Carrier did not furnish the Signal Gang a tool car or a dining car. The agreement is specific inasmuch as it provides that camp cars will be furnished for employees who are not otherwise assigned to a headquarters, and that such outfits shall include dining, sleeping cars and tool cars properly equipped and adequately furnished to accommodate the employees. In addition, outfits are to be furnished sufficient recreation space or cars.

The Carrier admits it did not furnish the Signal Gang a dining car or tool car during the period covered by this claim.

In view of the obvious violation, Local Chairman W. D. Best filed a claim in behalf of the members of the Signal Gang. The claim was filed with C&S Supervisor L. W. Hayhurst in a letter dated April 17, 1959, attached hereto as Brotherhood's Exhibit No. 1, and claimed that each employee assigned to the gang should be compensated at the punitive rate of pay for one hour each day worked beginning February 17, 1959, and continuing until such time as the gang was furnished the cars as outlined in the agreement.

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

So far as Carrier is able to anticipate the basis of the Employees' claim, the sole question to be decided by your Honorable Board is whether the Carrier violated the applicable Agreement under the circumstances cited above, and even if so, whether the Claimants are entitled to the compensation which they claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimants in this case were assigned signal work at Marion, Indiana, and were headquartered in camp cars. The Carrier did not provide a dining car, and the Claimants took their meals in a restaurant at the expense of the Carrier. The Carrier also failed to furnish a tool car, and the employees placed their tools in a nearby box car and in the recreation and sleeping cars which the Carrier had provided for their use.

We find that for the time period covered by this claim, the Carrier did not furnish the signal gang with a dining car or tool car. The Carrier alleges that it adequately provided for the needs of the employees by paying for their meals at the restaurant and by providing other facilities for the storage of the tools.

Article 8, Sections 2 (a) and 2 (b) provide:

"(a) Camp car outfits shall be furnished for employees who are not otherwise assigned to a headquarters. These outfits shall include dining, sleeping cars and tool cars properly equipped and adequately furnished to accommodate the employees. Sufficient recreation space or cars shall be included. They must be equipped with springs consistent with safety and character of car and comfort of the employees.

(b) Camp car outfits shall be maintained in good repair and in clean and sanitary conditions and shall be lighted and heated in the best manner possible. Bathing and toilet facilities shall be furnished. Dining, sleeping and recreation cars shall be screened, and sufficient air space provided. Drinking water, ice, or other refrigeration shall be furnished, and suitable receptacles for storing water shall be furnished."

It is apparent that a technical violation of the rule occurred in this case. However, we find that the Carrier has done all within its power to mitigate the inconvenience which resulted from the failure to provide the camp car outfits as agreed.

We do not find any basis in fact or law for the damages claimed.

Therefore, in strict accordance with the rules, and in view of the peculiar circumstances in this case, we will find a violation of the agreement, but we will deny the claim for compensation.

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 violated.

AWARD

Claim sustained as to the Agreement violation, but denied as to compensation.

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.