



Award No. 16034
Docket No. SG-15999

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) Carrier's failure to provide proper headquarters for the Signal Maintainer at McDonough Street, Joliet, Illinois, constitutes violation of Rule 77 of the current Signalmen's Agreement.

(b) Carrier be required to compensate Signal Maintainer L. L. Harris for thirty (30) minutes at the punitive rate of pay for each of the following days it was necessary for him to transport his drinking water from his home; this to be paid him in addition to what may have already been paid him for those days: January 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, February 3, and 4, 1964. [Carrier's File: L-130-300 General Chairman's File: AV-314]

(c) Carrier be required to compensate Signal Maintainer L. L. Harris, or any future assignee to this signal maintenance territory, for thirty (30) minutes at the punitive rate of pay for each day he transports drinking water to the headquarters, commencing February 5, 1964, and continuing until the violation has been corrected; this to be paid in addition to what may have already been paid for those days. [Carrier's File: L-130-300 General Chairman's File: AV-316]

EMPLOYES' STATEMENT OF FACTS: This is a combination of two claims that involve the same issue—did the headquarters for the Signal Maintainer at McDonough Street, Joliet, Illinois, comply with Rule 77 of the Signalmen's Agreement?

In view of the fact that his headquarters did not conform to Rule 77 of the Signalmen's Agreement, Signal Maintainer L. L. Harris submitted a daily overtime claim for thirty minutes punitive pay each work day accounting transporting drinking water to and from his home, beginning on January 14, 1964. Under date of January 21, 1964, Signal Supervisor Carle denied the claim for January 14, 1964, stating: "Please review your claim for alleged violation of Rule 77 of BofRS Agreement. Drinking water and toilet facilities are accessible on your territory at Bridge 407. I see no reason for you to carry water from your home."

OPINION OF BOARD: The essential facts involved in this dispute are not in issue. Claimant seeks compensation at the punitive rate for thirty minutes on each date it was allegedly necessary for him to transport his drinking water from home to his headquarters located at McDonough Street, Joliet, Illinois. The period of time covered by this claim commenced on January 14, 1964 and terminated on January 15, 1965 when Claimant's headquarters was changed to the Joliet Union Depot, Joliet, Illinois.

Petitioner contends that Carrier violated Rule 77 of the Agreement between the parties by not furnishing drinking water at Claimant's headquarters although Claimant could have obtained such water at Bridge 407, which is approximately one-half mile away from his headquarters.

Rule 77 of the Agreement provides as follows:

"RULE 77. HEADQUARTERS

Headquarters shall be properly heated and lighted and shall be kept in good condition. They shall be furnished with chairs, desks and lockers and toilets shall be accessible. **Drinking water shall be furnished.**" (Emphasis ours.)

Carrier contends that Claimant could have obtained drinking water at Bridge 407 during working hours at the Carrier's expense, and that he was not required to carry drinking water from his home. Furthermore, the cause of the complaint was adjusted on the property by changing Claimant's headquarters before the claim was progressed to this Division.

The pertinent language of the Agreement is clear and unequivocal. The Carrier did not furnish drinking water at the headquarters as specifically required by Rule 77, which constitutes a breach of the Agreement whether or not a reasonable alternative was offered by the Carrier.

As to the monetary award sought by Claimant, no evidence was offered which would support a finding that the Claimant actually spent one-half hour per day transporting water from his home in addition to the time normally required for such travel. In fact, no effort is made to relate the damages sought with any labor and expense incurred by Claimant in transporting his own drinking water from home during the period involved in this controversy.

The Agreement contains no penalty provisions for infractions and no loss to Claimant has been shown by reason of the breach. Moreover, Carrier has rectified the condition complained of by Claimant by transferring him to another headquarters. Thus, we are not here concerned with enforcing compliance with the terms of the contract. Accordingly, we must conclude that Claimant has failed to sustain the burden of showing any compensable loss arising out of Carrier's breach of the Agreement and will deny the claim for compensation Award 15474.

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

Paragraph (a) of the Claim is sustained.

Paragraphs (b) and (c) of the Claim are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1968.