

Award No. 16518
Docket No. TE-15460

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad (Gulf District), that:

W. P. Jones	\$104.49
H. H. Bowman	85.57
Tony Kuta	87.40
F. Grzechowiak	88.05
Gary W. Fry	82.10
J. J. F. Bourgeois	82.93
J. B. Bourgeois	94.10

be paid for personal expenses incurred for meals, Oct. 3, 1963, through Oct. 20, 1963 and for lodging Oct. 1, 1963 thru Oct. 30, 1963 account Carrier instructed claimants to occupy bunk cars that were unsanitary and unsuitable. Carrier is in violation of Rule 8, paragraphs (f), (h) and (i) of the Linemen Agreement.

EMPLOYEES' STATEMENT OF FACTS: On September 5, 1963, Superintendent J. C. Morrow, Signal and Communication Department, assigned the line gang stationed at Eunice, Louisiana, to bunk cars. After the men in the line gang had inspected the cars, the linemen informed Mr. Morrow the bunk cars were rejected and unfit to live in. See ORT Exhibit 1.

Prior to September 5, the linemen had been permitted expenses while away from their home station.

District Chairman J. R. Funk made an inspection of the bunk cars and found the cars, in his opinion, were unfit for occupancy. On October 27, 1963, District Chairman Funk protested to Mr. Morrow listing ten points that were necessary before the cars would be suitable for occupancy by the line gang. See ORT Exhibit 2.

Superintendent Morrow by letter of October 29, ORT Exhibit 3, stated that the car was ready for occupancy on October 1st but was without sufficient

The Employees rejected the decision of the Director of Labor Relations, the highest officer designated by the Carrier for the handling of all labor matters, conference was requested by the Employees, which was held March 31, 1964, wherein the claims were again declined and confirmed by Carrier's letter dated April 14, 1964.

6. In progressing the claims on the property, the General Chairman has relied solely upon Rule 8, paragraphs (h) and (i) as support for his contentions. For ready reference these two paragraphs are reproduced below:

"(h) 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."

(i) The Company will see to it that an adequate supply of water suitable for domestic use will be made available to employes living in camp cars."

Camp car MPX-4036 was in a good and sanitary condition and suitable for occupancy on October 1, 1963; it was properly equipped for cooking and eating purposes on the afternoon of October 2, 1963. The claimants were allowed meal expenses through October 2. We have shown that water for cooking and drinking was available at the Basile station; that all complaints were minor in nature and Carrier made every effort to satisfy each and every one of these received.

In addition to paragraph (h) and (i) of Rule 8, we call to the attention of the Board, paragraph (e), which provides camp cars will be the home station for forces employed in gangs and remind the Board that the Carrier has never allowed employes using such facilities personal expenses for food and lodging during the time camp cars are occupied by them.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim herein is in behalf of members of a communication line gang for expenses for meals October 3, 1963, through October 20, 1963, and for lodging October 1, 1963, through October 20, 1963, when they elected not to use camp car facilities provided by the Carrier but stayed in a hotel while performing work in the vicinity of Basile, Louisiana.

Paragraphs (h) and (i) of Rule 8, relied upon by the Petitioner, read:

"(h) 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.

(i) The Company will see to it that an adequate supply of water suitable for domestic use will be made available to employes living in camp cars."

Camp cars were provided by the Carrier, but the employes alleged that they were not fit for occupancy. The record shows that the camp cars that the Claimants state were "unfit to live in" were, a short while previously, used by another communication gang without complaint. Initially a number of deficiencies were alleged by the employes, but by the time the claim reached the highest officer of appeals, the complaints had boiled down to those involving:

1. Drinking water.
2. Leaking roof.
3. Toilet facilities.
4. Refrigerator and heating facilities.

The record shows that drinking water was available to the Claimants from Basile station, only a few feet from the track where the camp cars were spotted, and the Carrier provided coolers to store fresh water on the cars. Toilet facilities were also available at the station. The complaint as to leaking roof referred to two small leaks in the kitchen end of the car, which leaks were repaired as soon as the cars returned to the shops. The foreman had been authorized to have the refrigerator repaired, and the car was provided with heating facilities identical to those furnished all camp cars on the property.

While there may have been some minor defects in the cars, the Board can find no support in the Agreement for the refusal of the Claimants to use the camp cars and be allowed the expenses claimed. The claim will, therefore, be denied.

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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of July 1968.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.