

Award No. 18283

Docket No. SG-18566

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

PENN CENTRAL TRANSPORTATION COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Penn Central Company (former Pennsylvania Railroad Company) that:

The Company has permitted the headquarters at Redbank, Pa., to be used by C. & S. employes knowing the Headquarters is in violation of the Section 10, Article 8 of the current Agreement. The Company, when notified of these conditions and requested to correct them, has chosen to ignore the request and failed to reply to letter of April 28, 1967 by Local Chairman of Local 112 C.

The Company compensate Maintainer J. K. Barnett (headquarters at Redbank, Penna.) at the rate of 2.7 hours at one and one-half the pro-rata rate of the position worked for each of sixty days preceding the date of first claim (July 19, 1967) and continue to pay J. K. Barnett 2.7 hours at one and one-half the pro-rata rate for as long as he assumes the responsibility of providing his own water and sanitary facilities or until the following conditions are corrected:

1. Drinking water and water suitable for domestic use furnished.
2. Toilet facilities provided.

(Carrier's File: System Docket 640 —

Central Region Pittsburgh Division Case 180)

EMPLOYES' STATEMENT OF FACTS: This dispute arose because the headquarters of signal maintainer J. K. Barnett, located at Redbank, Pa., was not provided with heating facilities, or water suitable for drinking and domestic purposes. Neither were toilet facilities made accessible to the headquarters, in accordance with Article 8, Section 10 of the Signalmen's Agreement, which provides as follows:

"ARTICLE 8.

Section 10. Maintenance of Headquarters.

Headquarters shall be provided for all employes and shall be kept in good and sanitary condition. They shall be properly heated

Thereafter, by a letter dated July 19, 1967, the Chairman, Brotherhood of Railroad Signalmen, submitted a claim in behalf of Claimant Barnett in the same form as the claim quoted at the beginning of this submission, to the Supervisor, C. & S., Buffalo, New York. The Supervisor denied the claim by letter dated September 18, 1967, following which the Chairman rejected his decision and listed the claim for discussion with the Superintendent, Personnel. Following discussion on October 6, 1967, the Superintendent, Personnel denied the claim in a letter dated November 20, 1967, stating, in part, the following:

"On November 16, 1967, two maintainer positions were abolished at Redbank, Pa., and two new maintainer positions were advertised with headquarters at Phillipston, Pa."

The Chairman rejected the Superintendent's decision, and requested preparation of a Joint Submission, a copy of which is attached as Exhibit A.

In a letter dated January 9, 1968, the General Chairman docketed the claim with the Manager, Labor Relations (now Director, Labor Relations), the highest officer of the Carrier designated to handle such disputes on the property. The claim was discussed at a meeting held on November 19, 1968, and by a letter dated January 8, 1969, the Director denied the claim, copy attached as Exhibit B.

Therefore, so far as the Carrier is able to anticipate the basis of the claim, the questions to be determined by your Honorable Board are whether the Carrier violated the applicable Agreement, particularly Article 8, Section 10 thereof, and even if so, whether the Claimant is entitled to the compensation which he claims.

(Exhibits not reproduced.)

OPINION OF BOARD: From a review of the record it is clear that while Claimant was headquartered at Redbank, Pa., the Carrier was in violation of Article 8, Section 10 of the Agreement, which reads:

"Headquarters shall be provided for all employes and shall be kept in good and sanitary condition. They shall be properly heated and lighted and sufficient air space provided. Drinking water and water suitable for domestic use shall be furnished. They shall be adequately furnished with chairs, desks and lockers, and toilets shall be accessible."

While we find a violation of the Agreement, the Agreement does not provide a penalty, and damages have not been proved. Therefore, the compensatory portion of the claim will 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 violated to the extent shown in Opinion.

AWARD

Claim sustained to extent indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1970.