

**Award No. 871
Docket No. 783
2-C&NW-MA-'42**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee H. B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: That under the controlling agreement and Rule 156 thereof, Machinist O. J. Horn is entitled to be reimbursed for expenses in the amount of \$272.86 during the period between April 30 and August 15, 1941.

EMPLOYES' STATEMENT OF FACTS: Machinist O. J. Horn is paid on the hourly basis and his home point is Nelson, Illinois. The carrier maintains what is known as Steel Rail-laying Gang No. 15 and for which lodging and meals are provided by means of camp cars.

On or about April 15, 1941, Machinist Horn was assigned to maintain the mechanical equipment used by the aforesaid gang and he remained in said service until August 14, 1941, when he was laid off at Antigo, Wisconsin.

The claimant's first day's knowledge and experience with said camp cars' unsanitary conditions and bunks being infested with bed bugs, did not justify his acceptance of said boarding and lodging camp car conditions provided. He otherwise obtained sanitary lodging and boarding conditions.

The claimant submitted his expenses for lodging and boarding at the close of April, which was approved and paid by the carrier without question. This conformed to the assurance the claimant related to Mr. Mayer that he did not desire the assignment offered during the 1941 season unless he was allowed actual expenses in lieu of the board and lodging furnished by the camp car outfits.

The claimant submitted his expense statement for the month of May and the carrier declined to pay same as well as all subsequent expenses incurred by the claimant during June, July and August, 1941.

POSITION OF EMPLOYES: The employees contend that Machinist Horn should be allowed his expenses while assigned to work with Steel Rail-laying Gang No. 15 from May 1, 1941 to August 14, 1941, inclusive, for the reason that the camp cars were not kept in a sanitary condition as provided for in Rule 156 of the federated crafts' agreement, which states

"It shall be the policy to maintain camp cars in good and sanitary condition * * *"

Roadmaster V. L. Jozwick

While this steel gang was at Kaukauna I had several meals with the steel gang and I did not notice that the meals served were not fit to eat, and I figured that the meals served during the short period this steel gang was on my territory were satisfactory.

Regarding the reported unsanitary conditions around the camp cars. I could not see anything that was unsanitary around the cars for they were kept clean and the garbage was always dumped in one hole along side the river. There were toilets put up for the men, and I went thru the bunk cars and observed that they were not in bad condition, and I did not hear any complaints about the meals and bed bugs in the cars as reported.

Roadmaster E. L. Hoffman, Antigo, Wis.

So far as I know no complaint has been made here as to conditions being unsanitary, or board furnished unsatisfactory, the extra steel gang which was located at Antigo from August 8th to 14th inclusive, was well organized, and conducted, while on this sub-division.

No complaint made by men to my knowledge of bed bugs or other vermin being present, nor did I hear any complaints about the board furnished the men.

I inspected the camp twice while they were here, I also ate two meals at the camp here, found nothing to complain about.

Roadmaster A. E. Burns, Sterling, Ill.

There are no unusual complaints in so far as the food is concerned, the general opinion being that the quantity and quality is on par with that furnished during previous seasons.

The labor turnover has not been excessive and this can usually be taken as a good guide in so far as living and working conditions are concerned.

The railway company reiterates its position that in line with provisions of Rule 153, Federated Crafts' Agreement, the camp site became the home station of Mechanic Horn, and being the home station, there are no rules which sustain claim of the employes that a mechanic shall be reimbursed for living expenses incurred at a home station.

It is further the position of the railway company that the claim of the employes is not supported by rules of agreement between the railway company and the Federated Craft Organizations, nor by facts of evidence, and, accordingly, cannot consistently nor properly be sustained.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

While the record fails to disclose an agreement by carrier to pay claimant's expenses in lieu of requiring him to sleep and eat in the camp cars, nevertheless, the record does disclose facts which afforded claimant reasonable

grounds to believe that his expenses would be paid. However, following the letter of June 16, 1941, no grounds for such belief existed. The record fails to sustain the claim for expenses following June 16.

AWARD

Claim for expenses incurred to and including June 16, 1941, sustained.
Claim for expenses subsequent to June 16, denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 19th day of November, 1942.