

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: (System Federation No. 99, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. That the Illinois Central Gulf Railroad violated the current agreement particularly Rule 12 and 17 of the "B" Agreement and the decision of Public Law Board No. 1540 in the A.R.C.S. Department at Chicago, Illinois for the meal expense incurred while working away from their headquarters point.
2. That accordingly, the Carrier be ordered to pay J. A. Erickson (13.55) and R. W. Smith (14.05) for their expenses incurred for the month of July, 1975.

Findings:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute waived right of appearance at hearing thereon.

The threshold issue in this case is whether ARCS Technicians are assigned in road service which would require the application of the meal expense provisions of Rules 12 and 17 of the Section B agreement. The Carrier contends that ARCS Technicians' travel within the Chicago terminal area does not constitute road service. The Organization contends these employees are assigned headquarters points and they are sent out on road service in designated territories within their seniority district. The headquarters points cited by the Organization are Hazelcrest, the 124th Street shop and the Randolph Street Shop in the Chicago area.

The Memorandum of Agreement dated April 25, 1975 applicable to ARCS Employees provides, in part:

"The Company has the right to rearrange territories of the employees... Employees will be assigned one specific headquarters..."

The exclusive commuter service tracks and the facilities for this service are all located in the Chicago area. ARCS employees may leave their headquarters, go out to various facilities to repair equipment at one of these facilities and return to their headquarters at the end of the day. No overnight travel is involved.

Rule 17 applies to employees "regularly assigned to perform road work". ARCS employees clearly do not have such regular assignments. Rule 12, on the other hand, applies to employees "sent out on the line of road to fill vacancies or to perform any other work". This case depends on the meaning of "line of road". ARCS employees are sent out from their headquarters, but are they sent out on the line of road. Other employees covered by the Section B Agreement and occupying a job in one of the exclusive Chicago Terminal seniority districts defined in Rule 32B have not claimed or been allowed such noon meal expenses, nor were they reimbursed pursuant to the award from Public Law Board No. 1540. This Board does not believe the claimants have shown that they were sent out on the line of road to perform their work. The claim therefore must be denied.

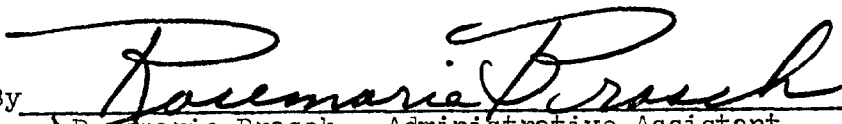
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of August, 1978.