

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Thomas F. McAllister, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

**CHICAGO, BURLINGTON AND QUINCY RAILROAD
COMPANY**

STATEMENT OF CLAIM: "Claim of R. B. Bayley, bridge and building mechanic, McCook Division, based upon the application of Schedule Rule 54, asking that he be reimbursed for expenses incurred while away from his regular outfit by the direction of the Management from February 19th, to the 28th, 1940."

EMPLOYEES' STATEMENT OF FACTS: "During the month of February, 1940, Bridge and Building mechanic, R. B. Bayley, was assigned to Bridge and Building gang No. 29 in charge of Bridge and Building Foreman, G. Chapman. From February 19th to 28th, 1940 inclusive, the regular outfit of gang No. 29 to which Bayley was assigned was located at Fort Morgan, Colorado.

"R. B. Bayley was taken away from his regular outfit and assigned to work at Denver, Colorado from February 19th to 28th, 1940 inclusive."

POSITION OF EMPLOYEES: "The headquarters of Bridge and Building Gang No. 29 under the supervision of Foreman G. Chapman was Fort Morgan, Colorado from February 19th, to the 28th, 1940.

"As stated in 'Employees' Statement of Facts,' Bridge and Building Mechanic, R. B. Bayley, was a regular assigned member of Bridge and Building Gang No. 29 during the month of February 1940, but was temporarily assigned to work at Denver, Colorado which took him away from his regular outfit located at Fort Morgan, Colorado and therefore, should have been reimbursed for expenses incurred as provided in Schedule Rule 54 reading as follows:

'Employees will be reimbursed for cost of meals and lodgings incurred while away from their regular outfits or regular headquarters by direction of the Management, whether off or on their assigned territory. This rule not to apply to midday lunch customarily carried by employees, nor to employees traveling in exercise of their seniority rights.'

"We maintain that under the application of Rule 54 quoted, an employee detached from his regular outfit and assigned to work away from his regular outfit is entitled to reimbursement for expenses incurred while away from his regular outfit. We are sustained in that our position by Award No. 1231 emanating from this honorable board."

CARRIER'S STATEMENT OF FACTS: "The claimant in this case is employed on the McCook Division. The Division headquarters are located

"As a matter of further information, Rule 62 reads:

'(a) Any employe stationed at a point where he maintains residence will not be compelled to board with the boarding outfit.

'(b) Any employe supplying his own living quarters at the point employed will not be compelled to live in accommodations furnished by the Company.'

"The claim has been declined on the basis of the clear provisions of Rule 54, above quoted, that meal and lodging expense will not be borne by the Company except when employes are away from their 'regular outfits or regular headquarters.' It is and has been the position of the Management, fully supported by the facts and past practice for a number of years, that Denver is the headquarters of Gang No. 29, and this assertion is not disputed by the claimant or his representatives. That fact has been repeatedly pointed out to the Committee, which offers no rebuttal statement in respect thereto and has never stated it considers any other point the headquarters of the gang.

"Moreover, it is specifically pointed out that the claim for expenses includes the midday meal, which is specifically excluded from consideration under the application of the schedule agreement (see Exhibit No. 2 and Rule 54 quoted above). Further, the amounts shown as expense incurred for lodging appear arbitrary, since the nature of the accommodations used by the claimant could in no manner justify payment of that amount.

"Summing up, it is the position of the Management that headquarters of the gang in question is Denver, Colorado. The point of residence of claimant is also Denver. A portion of the gang was working on line of road; two other members were working at Denver. Claimant, and another gang employe joined them. Regular outfit cars were available for the use of such employes if they desired them, but the use of such cars was not mandatory, and neither was it mandatory that the Company furnish such cars for lodging at the headquarters of the gang. Of all the employes of the gang working at this home point, claim is presented in behalf of only one. The Management holds that under Rule 54 it is committed to provide places of residence, or pay expenses in lieu thereof, only when employes are assigned to work away from their regular outfit cars or regular headquarters, and is not committed to payment of expenses incurred for midday meal under any circumstances.

"In the instant claim, the claimant was at his regular headquarters and his regular outfit cars were available for his occupancy had he desired to use them. Therefore, he is not entitled to the expenses claimed."

OPINION OF BOARD: R. B. Bayley, a bridge and building mechanic, was assigned to a terminal crew with headquarters at Denver, Colorado. During February, 1940, the regular outfit of his crew was located at Fort Morgan, Colorado, and the crew was working at Brush, Colorado. From February 19 to February 28, 1940, Bayley was taken from the regular outfit of his crew and assigned to work at Denver. He made claim for expenses incurred while away from his regular outfit.

Both parties rely upon Rule 54 of the current agreement, which provides:

"Employes will be reimbursed for cost of meals and lodgings incurred while away from their regular outfits or regular headquarters by direction of the Management, whether off or on their assigned territory. This rule not to apply to midday lunch customarily carried by employes, nor to employes traveling in exercise of their seniority rights."

We are of the opinion that "regular headquarters," as used in the rule, is to be construed as the headquarters of the crew for performing work. Although Bayley's crew was a terminal crew with headquarters in Denver, when it left Denver, certainly, as to Bayley, the outfit cars and the towns in which

they were located were his headquarters. This would be the place where the foreman of the crew was located; and the foreman of the crew would, naturally, be superintending the work at the headquarters for the crew.

In the language of the rule, the location of the "regular outfit" must be considered as synonymous with "regular headquarters" **for members of the crew**, whatever other meaning headquarters may have with regard to other parties or other situations. In regard to midday lunch expense, claimant is entitled to allowance of same, as it is not the lunch "customarily carried by employes" under the agreement. Bayley was *not working out from his regular outfits or regular headquarters*, and his lunch, under the circumstances, would not be the lunch customarily carried by an employe.

The claim for expenses should be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe 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 Bayley's headquarters were with the outfit cars at Fort Morgan and when away from there by direction of the management is entitled to expenses.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 28th day of May, 1941.