

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the Carrier has violated the agreement by assigning certain B&B Department employees to perform work of a temporary nature at Columbus Junction, Iowa, during the months of October, November and December 1946, and January and February 1947, and not reimbursing these employees for their actual necessary expenses for meals;

(2) That the claimant's be reimbursed for their actual necessary expenses for meals during the period specified in part 1 of this claim.

EMPLOYES' STATEMENT OF FACTS: During October, November and December 1946 and January and February 1947 the Carrier established a temporary extra crew which was assigned to construct a new Coal Chute at Columbus Junction, Iowa.

The personnel of this crew was composed of:

- 1—B&B Foreman
- 1—1st Class Carpenter
- 5—2nd Class Carpenters
- 4—B&B Helpers

No regular outfit or boarding cars were assigned to this crew, but, in lieu prefabricated victory huts equipped with bunks were assembled at Columbus Junction and assigned to the crew.

No cooking or eating facilities such as kitchen or dining space, stoves, utensils or dishes were furnished the crew by the Carrier and it was necessary for the personnel of the crew to buy their meals at a public eating place in Columbus Junction, except on the few occasions that conditions were such as to permit them to commute to their homes by public bus.

The construction of the Coal Chute at Columbus Junction was completed in a period approximating five (5) months at which time this temporary crew

practicable and desired by the employees, and to provide sufficient means of ventilation and air space. All dining and sleeping cars will be screened when necessary. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman to see that cars are kept clean. When necessary in the judgment of the management, kitchen and dining cars will be furnished and equipped with stoves, utensils, and dishes in proper proportion to the number of men to be accommodated.

"Employees working in extra gangs for which camp cars are maintained will live in and use such facilities. Any employee stationed at a point where he maintains a residence will not be compelled to room or board with the boarding outfits. Employees boarding in outfits who desire to be away over the week-end will, if they notify the commissary not later than Friday of each week, not be compelled to pay for meals when away from their outfits."

In the handling on the property, claims were made for expenses in behalf of Earl Pace, Otto Umlandt, L. B. Lanpher, Orvil E. Lamb, V. A. Cook, and Harold Kildow for expenses on specified dates in October, November, and December, 1946 and January and February, 1947. We assume that these are the "certain B&B Department employees" and are "the Claimants" as referred to in Mr. Carroll's letter of December 30, 1948 to Mr. Tummon. The Claimants should be named. If these are not the Claimants, and all of the Claimants, then we request that we be advised who the Claimants are.

Inasmuch as these employees bid for and were assigned to the position at Columbus Junction in accordance with the bulletin rules of the agreement coupled with the fact that the bulletin specified Columbus Junction as their headquarters and they were working at their headquarters, the agreement does not provide for payment of expenses as claimed by the organization.

The interpretation to Section (c) of Rule 34 is clear and unambiguous and states that Section (c) is intended to cover employees who may in an emergency be called out to perform work on or off their regular assigned territory and held away from their home or regular boarding or outfit cars. These men were not called out in an emergency to perform work on or off their regular assigned territory and held away from their home or regular boarding or outfit cars. They were assigned, as we have previously said, pursuant to bulletin and worked at their assigned headquarters.

Rule 42 states very clearly that "when necessary in the judgment of the management, kitchen and dining cars will be furnished and equipped with stoves, utensils, and dishes. . . ." It was not necessary to furnish cooking facilities in this instance inasmuch as there were several restaurants in the near vicinity where food could be obtained at reasonable cost.

We therefore respectfully petition the Board to deny this claim.

OPINION OF BOARD: Six employees presented claims to the Carrier covering the cost of meals for the months of October 1946 to February 1947 inclusive while working on an extra gang constructing certain facilities at Columbus Junction, Iowa. The positions constituting this extra gang were posted for bid pursuant to Rule 4 of the agreement. These employees bid for such positions and were assigned thereto on the basis of their seniority.

The Organization relies upon Rule 34 (c) to sustain this claim. That rule however by its terms is applicable to "employees, who are required by the direction of management to leave their home station." It is obvious that one who bids for a bulletined job and is assigned to it by virtue of his seniority is acting in the exercise of his own free will and is not one required by the direction of management to leave his home station.

Since no rule of the agreement supports this claim it cannot be sustained as it is beyond our jurisdiction to write new rules into the Agreement.

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 Employees involved in this dispute are respectively carrier and employees 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

The Carrier did not violate the agreement.

AWARD

The Claim is hereby denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois this 18th day of October, 1949.