

Award No. 16574
Docket No. MW-17254

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

SEABOARD COAST LINE RAILROAD COMPANY

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

(1) The Carrier violated the Agreement when it refused to reimburse Metal Bridge Mechanic G. C. Lee for meal expenses incurred while held away from his headquarters from July 11, 1966 to and including November 30, 1966.

(2) Metal Bridge Mechanic G. C. Lee be reimbursed for all meal expenses incurred during the aforementioned period because of the violation referred to in Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: Claimant Lee is a regularly assigned metal bridge mechanic with Metal Bridge Force 7802, with headquarters in camp cars assigned thereto. On July 11, 1966, the Carrier required the claimant to leave his assigned headquarters to perform special work with Metal Bridge Force 7807. On December 1, 1966, upon completion of the special work, the claimant was returned to his assigned headquarters with Force 7802.

During the period between July 11 and December 1, 1966, the Carrier provided the claimant with lodging in the camp cars assigned to Force 7807. However, he was required to pay for all of his meals, thereby incurring actual meal expenses each month as follows:

July	\$24.06
August	32.43
September	30.27
October	32.04
November	36.56

On July 29, 1966, the claimant submitted his personal expense account for the month of July on the prescribed Expense Account Form 325 to the proper Carrier officer, requesting that he be reimbursed for the actual necessary meal expense incurred during that month. Upon the Carrier's refusal to re-

imburse the claimant, the General Chairman submitted the instant claim, requesting that the claimant be reimbursed for meal expenses incurred during the month of July and that he be reimbursed for all subsequent expenses incurred until such time as he was returned to his regular position.

At the end of August, September, October and November the claimant submitted his personal expense account to the proper Carrier officer. Each month the Carrier returned same contending he was not entitled to meal expenses because he was regularly assigned to a floating force equipped with camp cars and had been temporarily transferred to an identically equipped floating force.

The "Revised Agreement Between Atlantic Coast Line Railroad Company and its Maintenance of Way Employees Represented by Brotherhood of Maintenance of Way Employees Covering Rules, Working Conditions and Rates of Pay EFFECTIVE MAY 1, 1962," together with supplements, amendments and interpretations thereto is by reference made a part of this Statement of Facts.

CARRIER'S STATEMENT OF FACTS: Effective July 1, 1967, the Seaboard Air Line Railroad Company and the Atlantic Coast Line Railroad Company merged to form the Seaboard Coast Line Railroad Company. The claimant in this case is a former Atlantic Coast Line Railroad Company employee who was, during the period covered by the claim, subject to the agreement between that Company and the Brotherhood of Maintenance of Way Employees.

The former Atlantic Coast Line Railroad maintained Metal Bridge Forces Nos. 7802 and 7807 to perform construction and repair work, to each of which was assigned a locomotive crane with an operator. Claimant G. C. Lee was assigned as the operator of locomotive crane ACL 65414 which was normally assigned to Metal Bridge Force 7802. When Force 7807 undertook construction of a bridge extension at Caloosahatchie River, Goodno, Florida, it was necessary to use locomotive crane ACL 65414 with Force 7807 due to the nature of the work involved. Inasmuch as Mr. Lee was familiar with his own crane and in the interest of safety, he was temporarily assigned with Force 7807 for the duration of the work and the operator of the crane normally assigned with Force 7807 was temporarily assigned with his crane to Force 7802 during that period. This practice of swapping cranes and their operators in this fashion has existed on this property for many years.

Lodging and meals are provided on the two forces on exactly the same basis in accordance with the agreement. Claimant Lee was subjected to no expenses on Force 7807 that he would not have incurred on Force 7802, and his duties with Force 7807 did not require any traveling.

Claim filed in behalf of Mr. Lee for meal expenses for the month of July, which was subsequently amended to include the months of August, September, October and November, 1966, while temporarily assigned to Force 7807, was declined at all levels on the property because it is not supported by the agreement.

OPINION OF BOARD: Claimant was regularly assigned to Metal Bridge Force 7802 with headquarters at the camp cars assigned thereto. However, Carrier, on 11 July, 1966, directed Claimant to leave said headquarters and report to Metal Bridge Force 7807. He worked with 7807 through November 30, 1966.

This claim is for meal expenses incurred by Claimant while he was away from his headquarters. Section 1, Rule 9, is applicable and it reads, insofar as it is pertinent hereto, as follows:

"Employees will be reimbursed for necessary traveling expenses incurred while away from their regular headquarters by direction of the Management, whether off or on their assigned territory. This rule will not apply to employees traveling in exercise of their seniority rights; nor to employees doing relief work where the position being filled does not require traveling unless the relieving employee's customary duties require traveling on other work; nor to employees customarily carrying lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour."
(Emphasis ours.)

The record discloses that the past practice in applying said rule on the system was to reimburse employees for meal expenses. Further, a perusal of the rule itself shows that it was the intent of the parties that in circumstances such as here that an employee be reimbursed. Therefore, the claim will be sustained.

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 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

That the Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1968.