



Award No. 18348

Docket No. MW-18730

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

BURLINGTON NORTHERN, INC.

(Formerly Chicago, Burlington & Quincy Railroad Company)

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

(1) The Carrier violated the Agreement when it reduced the meal allowance of the members of B&B Gang No. 5 from three (3) to two (2) dollars per day effective as of October 26, 1968 (Aurora Division). (System Files 11-3/M-1302-69; 11-3/M-1309-69; 11-3/M-1325-69 and 11-3/M-1332-69.)

(2) B&B employees L. L. Horton, J. H. Tanquary, W. O. Pottinger, J. E. Schramek, James Maggeth, H. Ward, L. K. Myers, D. L. Harrison, J. A. Mazzetti each be allowed an additional one (1) dollar for each day they are assigned to B&B Gang No. 5 or until their outfit cars are adequately equipped with cooking and eating facilities.

EMPLOYEES' STATEMENT OF FACTS: The claimants are the foreman and members of B&B Gang No. 5 on the Aurora Division. They are employed in a type of work the nature of which requires them throughout their work week to live away from home in outfit cars and, therefore, they are entitled to receive a daily meal allowance in accordance with the provisions of Rule 59 which, insofar as it is pertinent hereto, reads:

"OUTFIT CARS -- LODGING -- MEALS

The company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in outfit cars, camps, highway trailers, hotels or motels as follows:

* * * * *

(d) If the railroad company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$1.00 per day.

(e) If the railroad company provides cooking and eating facilities but does not furnish and pay the salary or salaries of

Kitchen car 211627 was assigned to this gang during the period of the claim, beginning October 26, 1968. This car was equipped with stove, refrigerator, utensils, dishes and cutlery.

The claimant employees were paid a meal allowance of \$2.00 per day in accordance with Rule 59(e) of the agreement between the parties entered into on February 21, 1968 pursuant to the provisions of Arbitration Award 298 dealing with expenses away from home. Claim is made herein that the cooking and eating facilities provided by the Carrier did not meet the standards set forth in Rule 59(h), and that the claimants were therefore entitled to the \$3.00 per day allowance stipulated in Rule 59(f).

Rule 59 just referred to, and other rules not pertinent to this particular dispute, are included in a Memorandum of Understanding entered into by the parties to this dispute on February 21, 1968, pursuant to the option of the Employees to elect to adopt Sections I and II of Arbitration Award 298. A copy of this Memorandum of Understanding is attached hereto as Carrier's Exhibit No. 1.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute involves the same parties and Agreement as in Award No. 18259. In that Award, as here, we were petitioned to interpret and apply Rule 59(h); and, the evidence in each record is of like content and probative value. Therefore, for reasons stated in Award No. 18259 we will sustain the Claim. Cf. Award No. 17932.

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 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 17th day of December 1970.

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