



Award No. 18349

Docket No. MW-18731

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 Gangs 1 and 2 of the LaCrosse Division from three (3) to two (2) dollars per day. (System File 20-3/M-1304-69.)

(2) The members* of B&B Gangs 1 and 2 each be allowed an additional one (1) dollar for each day that they are assigned to said gangs or until their outfit cars are adequately equipped with cooking and eating facilities.

(*) B&B Gang No. 1

E. C. Wojahn - Foreman
K. E. Suchanek - Carpenter
C. F. Horstman - Carpenter
J. L. Christen - Carpenter
G. A. Schaldach - Helper
D. L. Loomis - Helper
R. W. Jacobson - Helper
A. M. Steenberg - Helper
A. E. Wojahn - Helper

B&B Gang No. 2

E. J. Baertsch - Foreman
G. O. Lietha - Carpenter
R. J. Carrels - Carpenter
G. F. Searle - Carpenter
R. I. LaRocque - Carpenter
E. W. Carney - Carpenter

Within a letter dated December 16, 1969, the Carrier confirmed that it had orally granted the Employees a 90 day extension of time in which to submit the ensuing dispute to this Board.

Claim was timely and properly presented and handled by the Employees at all stages of appeal up to and including the Carrier's highest appellate officer.

The Agreement in effect between the two parties to this dispute dated September 1, 1949, together with supplements, amendments and interpretations thereto is by reference made a part of this Statement of Facts.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The claimants referred to in the Statement of Claim were members of LaCrosse Division B&B Gangs Nos. 1 and 2. Combination kitchen-bunk car 251124 was assigned to Gang No. 1, and car 251074 to Gang No. 2 during the period of this claim, beginning October 20, 1968. These cars were 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.