Award No. 2861
Docket No. MW-2848

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Luther W. Youngdahl, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that J. H. Duke, coal hoist engineer, be reimbursed for expenses incurred for meals during the month of September, 1942 in the amount of $7.00.

EMPLOYES' STATEMENT OF FACTS: The home station or headquarters of coal hoist or machine operator J. H. Duke is Meridian, Mississippi.

During the period September 17th to 23rd, 1942, inclusive, J. H. Duke was assigned to operate crane or coal hoisting machine, unloading coal for storage at Tuscaloosa, Alabama. No camp or outfit cars were provided.

The agreement in effect between the Carrier and the Brotherhood is by reference made a part of this Statement of Facts.

POSITION OF EMPLOYES: As stated in Employes' Statement of Facts, the home station or headquarters of machine operator J. H. Duke is Meridian, Mississippi. For some time prior to his assignment to operate coal hoisting machine at Tuscaloosa, J. H. Duke had been employed as fireman of a ditcher machine. When working as fireman on the ditcher machine he was provided with camp outfit facilities. On September 17th the Carrier required the services of a crane or coal hoisting machine operator at Tuscaloosa, and inasmuch as J. H. Duke held seniority rights as a machine or crane operator he was assigned to go to Tuscaloosa to operate the crane or coal hoisting machine in connection with handling of storage coal. No camp outfit facilities were provided Duke while working at Tuscaloosa.

Rule 12 (a) and (c) of Agreement in effect between the Carrier and the Brotherhood reads:

> "(a) When employes are temporarily taken away from their camp outfits or headquarters to perform work requiring variable hours, they will be paid for all time worked in excess of eight (8) hours per day on overtime basis, and time traveling will be paid for at straight time rate. Time waiting after the first eight (8) hours will not be paid for, provided that in no case will such employes be paid for less than eight (8) hours for each calendar day worked."
>
> "(c) When employes, enumerated in Section (a) and (b) of this rule, are taken away from camp outfits or headquarters to perform work requiring variable hours, meals and lodging will be furnished at the company's expense."

As will be observed, Rule 12 (c) provides that employes who are temporarily taken away from their camp outfits or their headquarters will be furnished with meals and lodging at the railway company's expense.

Second, "camp outfits" (camp cars with kitchen stove and cooking equipment) and "headquarters" are not synonymous terms. With floating forces camp cars (when furnished) usually are at the headquarters of the force, but, in a case where Rule 17 does not require that camp cars be furnished, headquarters of the force becomes established just the same, and, afterwards, "when practicable," camp outfits may be furnished. In other words, a "floating force" such as a welding gang or a machine operator, may be said to have a "floating headquarters" as distinguished from the "stationary headquarters" of a force such as a Section gang. Incidentally, it is a fact that the "headquarters" of a section gang is the location where the force regularly assumes duty and is relieved from duty, and the existence of non-existence there of section houses is not a factor. Likewise, the "headquarters" of a floating force is the location where that force regularly assumes duty and is relieved from duty, and similarly, whether or not there are camp cars at such location is not a factor.

Third, floating forces such as machine operators, when they are at the location where (according to their assignment) they are to assume duty, are not within the scope of Rule 12 (c) because that provision applies only to employes who "are temporarily taken away from camp outfits or headquarters" to "perform work requiring variable hours." The claimant was not temporarily taken away from headquarters, and he did not perform work "requiring variable hours"; he was not taken from his headquarters at all.

Fourth, the Carrier is not required, by its agreement with the Brotherhood of Maintenance of Way Employes, to furnish either meals or lodging to floating forces at any time. It is required to furnish camp cars but that requirement exists only "when practicable" to do so. It is true that sometimes when it is not practicable to furnish camp cars to a floating force such as a machine operator, the carrier voluntarily has reimbursed the operator for a reasonable cost of lodging—and the claimant here was so reimbursed. With one exception, so far as is known, the carrier has never reimbursed floating forces for the cost of meals. The one exception was because of unusual circumstances, and was simply a voluntary contribution.

In the Employes' Position, reference is made to Mr. Duke as "working in the temporary assignment at Tuscaloosa." Such an expression is misleading; there was no difference between the assignment of Mr. Duke as Coal Hoist Engineer at Tuscaloosa in this instance, and any other assignment of a machine operator—all such assignments are made in accordance with the provisions of the current agreement and are "regular assignments."

This Carrier contends that the claimant was **regularly assigned** as coal hoist engineer having headquarters at Tuscaloosa, Alabama, during the period September 17-23, 1942; that claimant was not furnished with a camp car as it was not practical so to do; that carrier has no obligation to furnish meals to any employe when such employe is at his headquarters, as was claimant.

Carrier therefore holds the opinion that the claim here presented is wholly without merit, and, requests the Board to so find.

OPINION OF BOARD: This is a claim for expenses for meals incurred during the time employe asserts he was temporarily taken away from his camp outfit. Rule 12 (a) and (c) governs this case and reads as follows:

> "(a) When employes are temporarily taken away from their camp outfits or headquarters to perform work requiring variable hours, they will be paid for all time worked in excess of eight (8) hours per day on overtime basis, and time traveling will be paid for at straight time rate. Time waiting after the first eight (8) hours will not be paid for, provided that in no case will such employes be paid for less than eight (8) hours for each calendar day worked."

"(c) When employes, enumerated in Sections (a) and (b) of this rule, are taken away from camp outfits or headquarters to perform work requiring variable hours, meals and lodging will be furnished at the company's expense."

The rule applies in either of two situations, namely (1) where employes are temporarily taken away from their camp outfits or (a) where employes are temporarily taken away from their headquarters. In either event carrier is obligated under the rule to provide meals and lodging at its expense unless it furnishes camp cars as provided in Rule 17.

Under Rule 17 it is optional with carrier whether camp cars are to be provided. No such equipment was furnished where Claimant was temporarily assigned. But Carrier is still obligated to pay expenses if employe brings himself within Rule 12. When assigned to work at Tuscaloosa Claimant was working as a ditcher fireman on the St. Louis District. Camp outfits were there furnished by Carrier. Thus employe was taken away from a place where such equipment was provided, to perform a temporary assignment where the equipment was not furnished.

That employe was temporarily taken away is indicated by the fact that he worked at Tuscaloosa only from September 17 to 23, 1942. He resumed his duties on the St. Louis District on September 24, at the conclusion of the temporary assignment.

It seems to us that employe brings himself under Rule 12 and is entitled to the expenses claimed.

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 Employes involved in this dispute are respectively carrier and employes 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: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 23rd day of March, 1945.