

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that F. G. Macha, regularly employed as section laborer with headquarters at New Hampton, Iowa, Iowa & Dakota Division, who was taken away from his regular headquarters by instruction of his superior officer to serve as temporary relief section foreman at Lawler, Iowa, from December 17 to 27, 1945, inclusive, and at Fort Atkinson, Iowa, from January 3 to 31, 1946, inclusive, shall, under the application of Schedule Rule 27, be reimbursed for expenses incurred while working temporarily at Lawler, Iowa, in the amount of \$18.00, and while working temporarily at Fort Atkinson, Iowa, in the amount of \$54.51, or a total of \$72.51.

EMPLOYES' STATEMENT OF FACTS: The claimant, F. G. Macha, is regularly employed as a section laborer with headquarters at New Hampton, Iowa, Iowa & Dakota Division. By direction of his superior officer he served as temporary relief section foreman at Lawler, Iowa, from December 17 to 27, 1945, inclusive, and at Fort Atkinson, Iowa, from January 3 to 31, 1946, inclusive.

Agreement effective November 1, 1940, between the Carrier and the Brotherhood is by reference made a part of this Statement of Facts.

CARRIER'S STATEMENT OF FACTS: There is in effect an agreement between the Brotherhood of Maintenance of Way Employes and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, effective November 1, 1940, governing the hours of service, rates of pay and working conditions of employes in the Maintenance of Way Department, copies of which are on file with the Board.

The Claimant, F. G. Macha, is a qualified relief section foreman but holds a regular position as section laborer at New Hampton, Iowa.

The Roadmaster asked Macha if he would take charge of Section No. 7, the headquarters of which are at Lawler, Iowa, during the absence of the regular foreman. Macha agreed and worked as section foreman at Lawler from December 17 to 27, inclusive, 1945.

After relieving the foreman at Lawler, the Roadmaster asked Macha to take charge of Section No. 6, the headquarters of which are at Fort Atkinson, Iowa, during the absence of the regular foreman. Macha agreed and worked as section foreman at Fort Atkinson from January 3 to 31, inclusive, 1946.

OPINION OF BOARD: Claimant held a regular position as Section Laborer at New Hampton, Iowa. He was directed to perform the work of the Section Foreman at Lawler, Iowa, from December 17 to 27, 1945, and at Fort Atkinson, Iowa, from January 3 to 31, 1946. He incurred expenses amounting to \$18.00 at the first point and \$54.51 at the latter one. The Organization contends that Claimant is entitled to be reimbursed for these amounts under the provisions of Rule 27 of the current Agreement which is:

"Employees will be reimbursed for cost of meals and lodging incurred while away from headquarters or outfits by direction of the Management whether off or on their assigned territory. This rule will not apply to the mid-day lunch customarily carried by employees, not to employees traveling in the exercise of their seniority rights."

Claimant was eligible for promotion to the position of Section Foreman and one who could properly be used to fill temporary vacancies of Section Foreman. In filling such a vacancy it was the duty of the Carrier to fill it in accordance with seniority rules. It was not an exercise of seniority by the Claimant within the meaning of the last sentence of the quoted rule.

Claimant's headquarters were at New Hampton, Iowa. The fact that he was directed to fill temporary vacancies at other points did not have the effect of changing his headquarters. Until he bid in an advertised position or exercised his seniority to secure a different position, his headquarters would remain at New Hampton. While it is true that he would be compensated at the higher rate of the Section Foreman's position, such fact does not operate to make Rule 27 inapplicable to him. This is in line with Award 3426, recently decided. See, also, Award 769. We think it is clear that Rule 27 was intended to cover such situations as the one confronting us.

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 parties waived oral hearing thereon;

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 Agreement was violated by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of March, 1947.