

Award No. 4843

Docket No. MW-4755

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

MISSOURI PACIFIC RAILROAD COMPANY

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

(1) That the Carrier violated the Agreement by not reimbursing Welder B. V. Baysinger and Welder's Helper S. J. Gowen, Memphis Division for the actual necessary meals incurred by them during the period October 14 to 31, 1947, while they were working away from their assigned territory;

(2) That the claimants should now be reimbursed for \$36.00 each, the amount of their actual and necessary meal expenses for the period referred to in part 1 of this claim.

EMPLOYEES' STATEMENT OF FACTS: Welder B. V. Baysinger and Welder's Helper S. J. Gowen were, at the time this claim arose, regularly assigned with headquarters on the Memphis Division at Wynne, Arkansas.

But, during the period October 14 to October 31, 1947, these claimants were temporarily transferred to work on the Missouri Division at Poplar Bluffs.

During this period, while so transferred, they incurred a total of \$36.00 each as expenses for meals.

The claimants submitted to the Carrier their bill for these meals expenses. The Carrier has refused to pay these meals expenses.

The Agreement between the parties to the dispute dated July 1, 1938 and subsequent amendments and interpretations are by reference made a part of this Statement of Facts.

POSITION OF EMPLOYEES: Rules 25 and 26 of the effective agreement state as follows:

"TEMPORARY OR EMERGENCY SERVICE:

Rule 25. Employees in temporary or emergency service, except as provided in Rule 21, required by the direction of the management to leave their home station, will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at home station will be paid for at the pro rata rate.

Missouri Division they lived in outfit cars, therefore, under the provisions of the agreement they were not entitled to expenses. The claims are without merit and should be denied as there is no rule to support claims for expenses for these men.

OPINION OF BOARD: Claimants were regularly assigned as a Welder and a Welder's Helper on the Memphis Division of this Carrier. They were used on the Missouri Division from October 14 to 31, 1947. They claim reimbursement for their actual and necessary meal expenses during this period.

The record shows that these employees were furnished with bunk or outfit cars while working on the Missouri Division. The Carrier contends that the bunk or outfit cars constitutes their headquarters and that no liability exists for the payment of expenses by the Carrier. The Organization contends that these employees were moved off their assigned territories and are therefore entitled to expenses under Rules 25 and 26, current Agreement, which provide:

"Rule 25. Employees in temporary or emergency service, except as provided in Rule 21, required by the direction of the management to leave their home station, will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at home station will be paid for at the pro rata rate.

If during the time on the road a man is relieved from duty and is permitted to go to bed for five or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided by the railroad, actual necessary expenses will be allowed.

Employees will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembling points, or for other personal reasons."

"Rule 26. In emergency cases, employees taken off their assigned territory to work elsewhere will be furnished meals and lodging by the railroad if not accompanied by their outfit cars. This rule not to apply to employees customarily carrying their mid-day lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour."

The controlling portion of the Agreement is Rule 26. This rule plainly says that employees taken off their assigned territory to work elsewhere will be furnished meals and lodging if not accompanied by their outfit cars. In the present case, claimants were accompanied by their outfit cars. Under the plain words of Rule 26, they were not entitled to expenses.

The contention that Rule 25 is controlling has no merit. This rule deals with temporary or emergency travel service. It covers situations where the employe is directed to leave his home station in temporary or emergency service. It covers time on the road as distinguished from work performed in the usual manner from their regular headquarters.

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 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of April, 1950.