

Award No. 12794

Docket No. MW-12189

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Nathan Engelstein, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
GULF, MOBILE AND OHIO RAILROAD COMPANY**

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

(1) The Carrier violated the effective Agreement when it failed and refused to reimburse Road Carpenter J. Q. Wiygul and Road Carpenter Helper H. H. Harrison for meal expenses incurred while away from their assigned headquarters during the months of September and October, 1959.

(2) Road Carpenter J. Q. Wiygul be reimbursed in the amount of \$79.65 and Road Carpenter Helper H. H. Harrison in the amount of \$79.77, account of the violation referred to in Part (1) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** Under date of July 10, 1958, the Carrier issued a bulletin reading:

**"GULF, MOBILE AND OHIO RAILROAD COMPANY**

**(Southern Division - M&M District)**

Mobile, Alabama

July 10, 1958

Bulletin No. 2050

All Concerned

B&B Department

Due to re-establishing Road Carpenter Gang No. 111, with headquarters at Mobile, Ala., on or about July 14, 1958, bids will be received via mail at 104 St. Francis St., Mobile, Ala., by the undersigned, up to and including July 20, 1958, for the positions of—

1 Road Carpenter

1 Road Carpenter Helper

[570]

the meals. The claim here presented is not in accordance with the Agreement, and should be declined.

**OPINION OF BOARD:** This is a claim for meal expenses incurred during the time Road Carpenter J. Q. Wiygul and Road Carpenter Helper H. H. Harrison allege they were temporarily away from their assigned headquarters. They state that they are entitled to reimbursement for food expenditures in accordance with Rule 13 (c), which provides as follows:

“(c) When employes, enumerated in paragraphs (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.”

Carrier denies that Rule 13 (c) is applicable in this dispute because it maintains that Claimants were not taken away from their camp outfits to perform work demanding variable hours. It argues further that a camp car, as contemplated under Rule 18, was furnished with a stove and cooking utensils.

In order to determine which rule is applicable, we must ascertain from the record whether the employes were temporarily taken away from their headquarters. When Carrier bulletined the position, it defined headquarters in the following statement:

“Due to re-establishing Road Carpenter Gang No. 111, with headquarters at Mobile, Ala., on or about July 14, 1958, bids will be received . . . for the positions of—

1 Road Carpenter

1 Road Carpenter Helper”

(Emphasis ours.)

Consequently, when Claimants Wiygul and Harrison, the successful applicants for the bulletined position, worked elsewhere than the designated headquarters in Mobile, Alabama, during the period from September 15 through October 30, 1959, they were temporarily taken away from their headquarters. Rule 13 (a) and (c), which applies to Claimants temporarily taken away from their assigned headquarters, is, therefore, applicable.

Although Carrier provided facilities for cooking meals, with headquarters still, at Mobile, it was obligated under Rule 13 to furnish meals at its expense to employes while they were temporarily away from their assigned headquarters. If Carrier desired to change Claimants' headquarters from Mobile, it could have announced this arrangement, as it later actually did, by issuing a new bulletin abolishing the Mobile headquarters and establishing new 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 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

The Agreement of the parties was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1964.