

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

**GULF, MOBILE AND OHIO RAILROAD COMPANY
(Southern Region)**

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

1. The Carrier violated the Agreement, beginning on March 1, 1965, when it failed to furnish camp cars to the members of the extra gang in charge of Foreman J. E. Ivy and/or his successor.

2. The Carrier further violated the Agreement when it failed to furnish meals and lodging "at the company's expense" to the foreman and members of the extra gang referred to in Part (1) of this claim.

3. Extra Gang Foreman J. E. Ivy and Extra Gang Laborers S. U. Webb, J. L. Essex, E. W. Blankenship, Albert McDougale, Albert McCune, *Tommy Irvin and *Herman Thompson each be allowed meal and lodging expense in the amount of \$5.25 per day (\$2.25 for meals and \$3.00 for lodging) until such time as they are furnished with camp cars as per Rule 19(a).

(*) Claim for claimants Irvin and Thompson commences on May 3, 1965 — the date of their assignment to the extra gang.

Claim for the other claimants begins with March 23, 1960 — which is 60 days prior to date claim was filed.

EMPLOYEES' STATEMENT OF FACTS: The facts in this case were fully set forth in our letter of claim presentation dated May 21, 1965, the pertinent portion of which reads:

"On March 1, 1965, Extra Gang 750 was established at Union, Miss., consisting of a Foreman, J. E. Ivy, and five Laborers, S. U. Webb, J. L. Essex, E. W. Blankenship, Albert McDougale, and Albert McCune.

"This Gang was abolished at the close of work April 30, 1965, and Extra Gang 751 was established at Jackson, Miss., effective May 3, 1965, consisting of the same employees as were employed in Gang

gangs, and machine operating forces, and those in regular use will be kept in good and comfortable condition with doors and windows screened. Kitchen stove and cooking equipment will be furnished by the Company."

The claim asks for arbitrary amounts to be paid for meals and lodging because camp cars were not furnished the gangs.

OPINION OF BOARD: This claim is based upon the premise that Extra Gang No. 750 and Extra Gang No. 751 were "floating forces" within the meaning of Rule 19(a) of the Agreement:

"RULE 19. CAMP CARS

(a) Camp cars will be furnished, when practicable, to all floating forces, such as extra gangs, bridge and building gangs, welding gangs, and machine operating forces, and those in regular use will be kept in good and comfortable condition with doors and windows screened. Kitchen stove and cooking equipment will be furnished by the Company."

No proof was offered to support the assertion that these two extra gangs were floating forces other than the showing that immediately subsequent to the abolishment of Extra Gang No. 750 in Union, Mississippi, the Carrier created Extra Gang No. 751 in Jackson, Mississippi. The Carrier denied that the two extra gangs were the same extra gang or were floating forces.

The Board finds that the abolishment of one extra gang and the immediate creation of the other extra gang in another city were acts insufficient alone to make a prima facie case that the two extra gangs were the same and were, thus, "floating forces" within the meaning of the Rule 19(a). For failure of the Employees to establish that the two extra gangs were floating forces, the claim must be denied.

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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October 1967.

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