

ARBITRATION BOARD NO. 298

IN THE MATTER OF AN ARBITRATION)
)
 Between)
)
 CARRIERS REPRESENTED BY THE)
 NATIONAL RAILWAY LABOR CONFERENCE)
 AND THE SOUTHEASTERN, EASTERN AND)
 WESTERN CARRIERS' CONFERENCE COMMITTEES)
)
 and)
)
 EMPLOYEES' NATIONAL CONFERENCE)
 COMMITTEE, FIVE COOPERATING RAILWAY)
 LABOR ORGANIZATIONS)
)
)
 (NATIONAL MEDIATION BOARD)
 CASE NO. A-7948)

INTERPRETATIONS
NUMBERED
59 THROUGH 76

BOARD OF ARBITRATION

P. D. Hanlon, Neutral Member, Chairman
F. A. O'Neill, Jr., Neutral Member
G. E. Leighty, Employee Member
H. C. Crotty, Employee Member
A. E. Egbers, Carrier Member
R. L. Harvey, Carrier Member

INTERPRETATION NO. 59 (Question No. 1; BMWE and CMSt.P&P)

QUESTION: Are employes covered by Section I of the award entitled to a meal allowance of one dollar a day or to a meal allowance of three dollars a day under the following described conditions:

(1) Cooking and eating facilities are provided by the Carrier

and

(2) The Carrier furnishes and pays the salary of the cook but

(3) The food staples are purchased and supplied by the general foreman or roadmaster

and

(4) The general foreman or roadmaster requires each employe to pay a fixed daily charge for meals as opposed to pro-rating the cost of the food staples as in the case of cooperative boarding.

ANSWER: Under the circumstances cited, the employees are entitled to a meal allowance of \$1.00 a day but the Carrier must instruct its general foreman or roadmaster to purchase the food and account for the actual cost of the food and pro-rate the cost among the participating employees.

INTERPRETATION NO. 60 (Question No. 3; BMWE and DM&IRR)

QUESTION: May the Carrier avoid granting employees in the Track Material Recovery Crew the benefits provided within sections I-B(3) and I-C of the Award by assigning them to a designated headquarters point which is changed at intervals as the work progresses under the guise of abolishing the crew at one point and reestablishing it at another point?

ANSWER: No. See Interpretation No. 52.

INTERPRETATION NO. 61 (Question No.8; T-C Division BRAC and DM&IF

QUESTION: Is the time spent between the termination of a call at the time a position is scheduled to begin work considered as time spent waiting for the employees shift to begin under the provisions of section II-B?

ANSWER: The question has been withdrawn.

INTERPRETATION NO. 62 (Question No. 17; BRS and IC)

QUESTION: Question of how much meal allowances employees of Signal Gang 305 are entitled to when kitchen car not available beginning October 15, 1970.

ANSWER: While the kitchen car was unavailable, the employees were entitled to the \$3.00 per day allowance under section I-B-3.

INTERPRETATION NO. 63 (Question No. 15; BRS and CMSt.P&P)

QUESTION: Question of whether Signal Helper D. A. Entwistle is entitled to full expenses, or only allowances of Award 298 for certain dates in April, May and June, 1970.

ANSWER: Under the circumstances of this case, claimant is entitled to the actual expense incurred for the meals in question.

INTERPRETATION NO. 64 (Question No. 16; BRS and CMSt.P&P)

QUESTION: Question of whether Special Signal Maintainer J. D. Schmeling is entitled to full expenses or only allowances of Award 298, for certain dates November 2 through 5, 1970.

ANSWER: Under the circumstances of this case, claimant is entitled to actual expenses incurred for the meals in question.

INTERPRETATION NO. 65 (Question No. 10; BRS and UP)

QUESTION: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company that H. E. Hogg, L. Huaracha, A. W. Brom, C. J. Ingram, W. W. Ingram, M. J. Rothenberger, C. F. Ripp and J. L. Alexander, employees of roster number 5, Eastern District Signal Gang 3323 (3120) be paid the benefits to which they are entitled under Section I-A-1, I-B-3 and I-C-1 of the award of Arbitration Board No. 298 for the periods November 7, 1967 to October 14, 1968 and November 15, 1968 to April 21, 1969.

ANSWER: On November 7, 1967, the Carrier established North Platte as the fixed headquarters of this Gang and the headquarters point remained the same thereafter. On two occasions the services of the Gang were utilized temporarily, once for 31 days and once for 2 days, at other locations and on those occasions they were paid actual expenses. Under these circumstances, the handling of these men by the Carrier was consistent with the provisions of the Award and the claims are not valid.

INTERPRETATION NO. 66 (Question No. 12; BRS and LVRC)

QUESTION: Question of whether certain named Signal Gang employees are entitled to daily meal and lodging allowances for certain periods, Account Gangs established without camp cars; and headquarters changed in less than a year.

ANSWER: The employees in question are in a type of service covered by Section I of the Award. Since these men do not report at the same point throughout a period of twelve months or more, and since no lodging or meal facilities are furnished by the Carrier, they are entitled to the meal allowance provided in Section I-B-3 and lodging expense if any under I-A-3. See Interpretation No. 12.

INTERPRETATION NO. 67 (Question No. 13; BRS and LVRC)

QUESTION: Question of whether or not Signalmen Bennett, Fech, and Lightcap are entitled to daily meal and lodging allowances of Award 298 while working on Gang established at Bethlehem, Pennsylvania, then moved to Oak Island, New Jersey, with no camp cars furnished.

ANSWER: Yes. See Interpretation No. 66.

INTERPRETATION NO. 68 (Question No. 14; BRS and LVRC)

QUESTION: Question of whether or not Signal Foreman F. X. Jewell and other Signal Gang employees are entitled to the meal and lodging allowances of Award 298 while working on Signal Gang established at Towanda, Pennsylvania, during June, 1970, without camp cars.

ANSWER: Yes. See Interpretation No. 66.

INTERPRETATION NO. 69 (Question No. 5; BRAC and BA&PRC)

- QUESTION:
1. Does Section II, Paragraph A, of the Board's Award require the Carrier to designate a specific work point, facility or work location as the headquarters point for regular assigned relief positions and regular assigned positions?
 2. Do the provisions of Section II, Paragraphs B and C of the Award, apply to regular assigned relief positions and the regular assigned incumbents thereof who perform relief work at different locations within their seniority district?
 3. Can the Carrier evade application of or circumvent the provisions of Section II of the Award by designating on the bulletin for a relief position that the "headquarters point" is that of the position being relieved?

- ANSWER:
1. Section II, Paragraph A, requires the Carrier to designate a single headquarters point for each position or employee.
 2. Yes.
 3. No.

INTERPRETATION NO. 70 (Question No. 7; BRAC and BA&PRC)

- QUESTION:
1. Does Section II, Paragraph A, of the Board's Award require the Carrier to designate a specific work point, facility or work location as the "headquarters point" for unassigned employees?
 2. Do the provisions of Section II, Paragraphs B, C and D of the Board's Award apply to unassigned employees who perform relief work at different locations within their seniority district?
 3. Can the Carrier evade application of or circumvent the provisions of Section II of the Board's Award by the contention that the "headquarters point" encompasses the breadth of the seniority district?

ANSWER: See Interpretation No. 69

INTERPRETATION NO. 71 (Question No. 18; BRAC and BA&PRC)

- QUESTION: 1. Does Section II, Paragraph A, of the Board's Award require the Carrier to designate a specific work point, facility or work location as the "headquarters point" for unassigned employes?
2. Do the provisions of Section II, Paragraph B, C and D of the Board's Award apply to unassigned employes who perform relief work at different locations within their seniority district?
3. Can the Carrier evade application of or circumvent the provisions of Section II of the Board's Award by the contention that the "headquarters point" is that of the position being relieved or that the "headquarters point" encompasses the breadth of the seniority district?
4. Did the Carrier violate the provisions of Section II of the Award, as adopted, by refusing to pay travel allowance to vacation relief man, Robert W. Maehl, for travel to and from Anaconda to Butte, Montana between July 27 and August 16, 1970, both dates inclusive, while relieving at that point in accordance with the bulletined assignment he was awarded.

ANSWER: See Interpretation No. 69.

INTERPRETATION NO. 72 (Question No. 6; BRAC and B&O)

- QUESTION: (1) Does the term "headquarters point" as used in Arbitration Board No. 298 Award, executed September 30, 1967, Section IIA, mean a City or Town, a Division, a Seniority District, a Terminal, a single specified work location, or, if some other meaning is applicable, what is the definition of the term?
- (2) Is the Carrier privileged to designate more than one "headquarters point" for a relief position which relieves several regular positions bulletined to work at different locations?
- (3) Are the terms of the Award complied-with if the Carrier -esignates as a "headquarters point" for a relief position an entire terminal encompassing more than one reporting location for the regular positions relieved?
- (4) Is Carrier required to pay travel pay and make reimbursement for expenses for travel between two, or more, reporting locations within a terminal?
- (5) Is the incumbent of a regularly assigned Relief Position assigned to work as follows:

<u>Day</u>	<u>Location</u>
Saturday	-Freight Office, McKeesport, Pa.
Sunday	-Freight Office, McKeesport, Pa.
Monday	-Ticket Office, McKeesport, Pa.
Tuesday	-Ticket Office, Pittsburgh, Pa.
Wednesday	-Ticket Office, Pittsburgh, Pa.
Thursday	-Rest Day
Friday	-Rest Day

who resides at McKeesport, Pa., entitled to reimbursement for meals and travel expenses, and travel pay for travel to and working at Pittsburgh?, McKeesport? when Carrier has designated "Pittsburgh" as the "headquarters."

ANSWER: The question has been withdrawn

INTERPRETATION NO. 73 (Question No. 4; BMWE and BN)

QUESTION: Are Section I employes entitled to a daily meal allowance of three (3) dollars when they prepare and eat their meals in outfit cars which are not adequately equipped by the Carrier with cooking and eating facilities including suitable water and water storage, or must they obtain their meals in restaurants or commissaries in such instances in order to qualify for the daily meal allowance of three (3) dollars?

ANSWER: The question has been withdrawn.

INTERPRETATION NO. 74 (Question No. 9: TC Division, BRAC, and L & N)

QUESTION: Did the elections made by the employees as outlined result in a duplication of benefits?

ANSWER: The question does not properly reflect the issue in dispute. The only question presented to the Board is whether monthly-rated telephone and telegraph employees are subject to the travel time provision of the Award. A review of the claims which give rise to this question indicates that the answer depends upon whether the travel in question occurred on a rest day or on a work day. If it occurred on a rest day, the employees are entitled to compensation as claimed and there would be no duplication of benefits. If it occurred on a work day, they are not so entitled.

INTERPRETATION NO. 75 (Question No. 2; BMWE and CMST.P&P)

QUESTION: Can the Carrier avoid granting the employees in Division Extra Gangs 3519 and 3645 the benefits provided in Sections I-A-3 and I-B-3 of the Award by removing them from camp cars and by designating a headquarters point where meals and lodging are not available?

ANSWER: The facts in connection with this case indicate that the Carrier discontinued the use of camp cars and designated headquarters points at locations where absolutely no lodging or meals were available within 15 miles. Such inequitable handling was not contemplated by the Award; and under the particular facts and circumstances of this case, the question must be answered in the negative.

INTERPRETATION NO. 76 (Question No. 11; BRS and CMST.P&P)

QUESTION: Are employees confined to a camp car Gang entitled to the expense benefits of their schedule agreement, or the meal and lodging allowances of the Award of Arbitration Board No. 298 when the camp cars are in transit and not available to the men, thus resulting their being required to obtain meals elsewhere?

ANSWER: This question is similar to those presented by the same parties in Interpretations Nos. 63 and 64; and under the circumstances cited, the employees are entitled to the expense benefits of their schedule agreement.

Dated this 25th day of May, 1972, in the city of Washington, D.C.

Arbitration Board No. 298

Paul D. Hanlon

Paul D. Hanlon, Neutral Member,
Chairman

Francis A. O'Neill, Jr.

Francis A. O'Neill, Jr., Neutral
Member

George E. Leighty

George E. Leighty, Employee Member

Harold C. Crotty

Harold C. Crotty, Employee Member

Alvin E. Egbers

Alvin E. Egbers, Carrier Member

Richard L. Harvey

Richard L. Harvey, Carrier Member

CERTIFICATE

We the members of Arbitration Board No. 298, Case No. A-7948 in the proceedings to which this Certificate is attached hereby certify that the foregoing is a true and correct copy of Interpretations Numbered 59 through 76 to the Award of the Board in said proceeding, as the same is filed in the Office of the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division..

Arbitration Board No. 298

Paul D. Hanlon

Paul D. Hanlon, Neutral Member,
Chairman

Francis A. O'Neill, Jr.

Francis A. O'Neill, Jr., Neutral
Member

George E. Leighty

George E. Leighty, Employee Member

Harold C. Crotty

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Alvin E. Egbers

Alvin E. Egbers, Carrier Member

Richard L. Harvey

Richard L. Harvey, Carrier Member

Washington D. C.
May 25, 1972