

SPECIAL BOARD OF ADJUSTMENT NO. 1048

AWARD NO. 158

Parties to Dispute:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

AND

NORFOLK SOUTHERN RAILWAY COMPANY

(Carrier Files MW-ROAN-02-20-SG-279, MW-ROAN-02-26-SG-295, MW-PITT-03-38-SG-395,
MW-PITT-03-45-SG-418, MW-PITT-04-06-SG-020)

Statement of Claim:

Claim on behalf of E. S. Griffin, et al., for \$23.00 meal allowance instead of \$7.50 on various dates they were assigned to gangs lodged in camp cars with food service during 2002, but opted to obtain their own meals in restaurants.

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and this Board is duly constituted by agreement under Public Law 89-456 and has jurisdiction of the parties and subject matter.

This Award is based on the facts and circumstances of this particular case and shall not serve as a precedent in any other case.

AWARD

After thoroughly reviewing and considering the transcript and the parties' presentation, the Board finds that the claim should be disposed of as follows:

BACKGROUND

This is a consolidated claim grounded in the allegation that the food service offered was, for various reasons, substandard. This allegation consists of claims made by the Organization that the meals were of poor quality, poorly prepared, and rarely consist of the five basis food groups. In addition, there were allegations of substandard hygienic and sanitary conditions, that the kitchen and diner areas were insect infested, and that often times, there was not a sufficient quantity of food prepared.

DISCUSSION

Initially, the Board notes that cases of this nature must be determined on a case-by-case basis, carefully weighing the merits of each case. In the instant matter, following a careful review of the record, the Board notes that the numerous letters from employees included in the record, drafted following the submission of the instant claim by the Organization, consist of allegations that the food was not appetizing, that it was repetitive in that the same meal may have been offered more than once daily, and that the food was either cold or improperly prepared. None of the letters submitted supported the remaining allegations lodged by the Organization. It is also significant that during the relevant time period associated with the food service operation complained of, only the Claimant and two other employees opted not to use the food service provided by the Carrier. Finally, the Board finds significant the unchallenged assertion made by the Carrier that T&S Supervisor Harty, although he never personally observed the problems raised by the Organization, made a forthright and timely effort to speak to the cook about the concerns aired by the Claimants and reported that following this discussion he received no further complaints on this issue. Moreover, it was reported that when possible, the cook would attempt to accommodate any special requests from the gang. Given these facts as extracted from the record of this case, it is apparent, at least in this case, that the Carrier quickly responded to any issues brought to its attention relative to the contracted food, and asserted that it would take corrective action as appropriate.

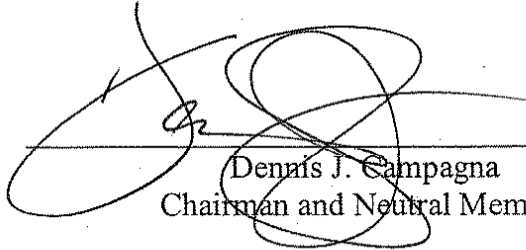
Notwithstanding the claims made by the Organization in this case, there is nothing in the record showing that the Claimant had ever given any Carrier's Supervisor his reasons for his refusal to use the food service provided. Nor had he ever indicated that he suffered any medical problems due to eating the food provided. This is important since the lowest and most expeditious remedy must come from the Carrier once it has been put on credible notice of any substandard food service.

Given the foregoing, while it cannot be denied that restaurant food is no doubt more delectable than the food offered by the food contractor, there has been no credible showing that the food at issue was substandard or in fact resulted in the illness of any gang member. Accordingly, the instant claim must be respectfully denied.

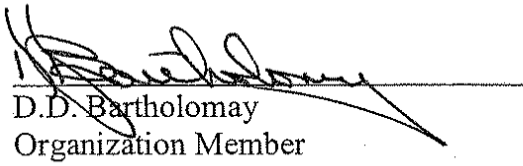
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CONCLUSION

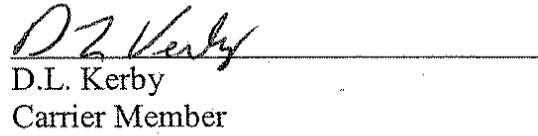
The claim is denied.



Dennis J. Campagna
Chairman and Neutral Member



D.D. Bartholomay
Organization Member



D.L. Kerby
Carrier Member

Dated: June 30, 2007 – Buffalo, New York