

C O P Y

AWARD NO. 1

CASE NO. 1

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES ) The Brotherhood of Maintenance of Way Employees  
TO )  
DISPUTE ) St. Louis Southwestern Railway 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 Dragline Operators J. B. Smith and C. W. Whitus and Dragline Operator Helper L. D. Adkinson and G. W. Hudson for meal expenses incurred while away from their permanent headquarters during the month of January, 1956, and during months subsequent thereto.

(2) The Carrier now be required to reimburse each of the claimants referred to in Part (1) of this claim in the amount of meal expenses each incurred during January 1956, and during months subsequent thereto because of the violation referred to in Part (1) of this claim."

FINDINGS: The employees state that the carrier has not furnished the claimants proper outfit cars under Rules 8-2 and 8-4 of the effective Agreement and have entered exhibit photographs showing views of the interior of a typical outfit car which the Carrier furnishes to the claimants for the preparation of their meals. The claimants should be compensated for meal expenses while they are away from their permanent headquarters.

The carrier states that due to the fact that it has furnished outfit cars for the claimants it is not obligated to reimburse them for meal expenses incurred while away from their permanent headquarters and they rely upon the agreed Interpretation of Rule 7-14 which reads as follows:

"Interpretation. . .

Rule 7-14: Employees occupying the position of dragline operator, dragline operator helper, weed burner operator, disc machine operator, and other similar positions, will be allowed actual necessary traveling expenses when they are away from their permanent headquarters and do not have outfit car or cars assigned to them for their accommodation."

The Board finds from the examination of the exhibits submitted by the employees that the photographs show this outfit car has contained therein a stove and that this complies with the agreed upon Interpretation of Rule 7-14. This

Interpretation does not state what type of stove should be furnished to these claimants. Neither does Rule 8-2 or 8-4, the Rules relied upon by the employees, state what type of cooking facilities should be furnished in the outfit cars.

The Board further finds that if the outfit cars furnished to these claimants are not adequate for the cooking of meals, it is a matter of negotiation between the carrier and the organization to set up rules setting forth what type of accommodations will be adequate.

The Board further finds that the evidence submitted by the employees and admitted by the carrier that certain dragline operators and helpers were paid meal expenses and lodging when they were furnished an outfit car cannot be taken into consideration in this claim as no amount of past-practice can change the unambiguous language of the Rules of the Agreement.

The Board further finds that the carrier has furnished outfit cars to these claimants which contained a stove for the cooking of meals and that the carrier has not violated the effective Agreement.

AWARD: Claim denied.

(s) Thomas C. Begley  
Thomas C. Begley, Chairman

(s) A. J. Cunningham  
A. J. Cunningham, Employee Member

(s) M. L. Erwin  
M. L. Erwin, Carrier Member

Tyler, Texas  
September 30, 1959