

C O P Y

AWARD NO. 2
CASE NO. 2

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES)
 TO)
DISPUTE) The Brotherhood of Maintenance of Way Employees
 St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed and refused to reimburse Welder C. R. Rodieck for meal expenses incurred on and subsequent to May 13, 1957.

(2) Welder C. R. Rodieck be reimbursed for all meal expense incurred while away from his headquarters at Mt. Pleasant, Texas on and subsequent to May 13, 1957."

FINDINGS: The Employees state that the claimant was assigned to a position of Welder with headquarters at Mt. Pleasant, Texas on October 5, 1954, and was reimbursed for all meal expenses incurred while working away from his headquarters until May 13, 1957, even though occupying an outfit car throughout said period.

Employees further state that ever since the position of Welder was established on March 22, 1927, expenses have been allowed for meals when the Welder was away from his designated and fixed headquarters, even though outfit cars were furnished for the convenience of the Welder.

Employees further state that on May 13, 1957, the Carrier substituted a highway trailer for an outfit car theretofore furnished the claimant, and concurrently therewith notified the claimant that reimbursement for meal expenses would henceforth be discontinued. However, all other Welders who continued to be housed in outfit cars were allowed meal expenses while away from their designated headquarters.

The Carrier states that on May 13, 1957, they furnished to the claimant a house trailer as an outfit car and that said house trailer is fully equipped with cooking facilities, as well as sleeping accommodations and therefore, it is not now necessary for this claimant to secure meals at locations other than the outfit provided for his accommodation.

The Carrier further states that the provision covering payment of expenses incurred by Welders is provided in Rule 7-14 of the schedule Agreement and Interpretation thereto (which was modified by the 40-hour week and is now Rule 7-17).

The Board finds from the evidence presented at the hearing that this claimant should be reimbursed for meal expenses under Rule 7-14 of the effective

Agreement (Rule 7-17 of the Supplement Agreement). However, the Interpretation agreed to by the parties of Rule 7-14, 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 Interpretation of Rule 7-14 does not mention Welders and Welders cannot be considered in the clause "other similar positions" as their position is not similar to a dragline operator, dragline operator helper, weed burner operator, or disc machine operator.

The Board therefore finds that the actual expenses incurred by this claimant in the purchase of groceries should be paid by this Carrier from May 13, 1957, until the violation is corrected.

The claimant has submitted an expense account to this Carrier for the month of June, 1957, stating that he had expended the sum of \$2.25 for the days listed for groceries during that month. It is difficult for this Board to believe that this claimant actually expended the same amount for groceries on each day listed during the month of June, 1957. Therefore, the Carrier will reimburse this claimant for the actual amount that he has spent for groceries from May 13, 1957, until this violation of the contract by the Carrier is complied with.

AWARD: Claim sustained in accordance with the opinion.

(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