

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)

AWARD

The Board of Arbitration provided for in the Arbitration Agreement of July 19, 1967 having been named and constituted in accordance with said Arbitration Agreement and in accordance with the provisions of the Railway Labor Act, after hearing the parties or their representatives and considering the testimony, exhibits and arguments presented, does hereby make its Award as follows:

I. The railroad company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps, highway trailers, hotels or motels as follows:

A. Lodging

1. If lodging is furnished by the railroad company, the camp cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities.
2. Lodging facilities furnished by the railroad company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition.
3. If lodging is not furnished by the railroad company the employee shall be reimbursed for the actual reasonable expense thereof not in excess of \$4.00 per day.

B. Meals

1. If the railroad company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$1.00 per day.
2. If the railroad company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$2.00 per day.
3. If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$3.00 per day.
4. The foregoing per diem meal allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holiday.

C. Travel from one work point to another.

1. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.
2. An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the rate of nine cents a mile. If an employee's work point is changed during his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

II. Employees (other than those referred to in Section I above and other than dining car employees) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

- A. The carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the carrier shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.
- B. When employees are unable to return to their headquarters point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$7.00 per day.
- C. An employee in such service shall be furnished with free transportation by the railroad company in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorizes him to use said automobile, he will be paid an allowance of nine cents for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.
- D. If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two minutes per mile traveled.

III. (Not reproduced - applies to dining car employees only.)

- IV. Except as benefits have been awarded in Sections I, II, and III and subparagraphs thereof, all other requests contained in Article IV of the employees' Section 6 Notice of May 10, 1966 are denied.
- V. Insofar as there are presently agreements in effect between any of the carriers and organizations party to this arbitration which agreements include provisions dealing with the types of employee benefits provided for in Sections I, II, and III, and the subparagraphs thereof in this award, the organizations party to such existing agreements shall have the option of accepting any or all of the benefits provided in this award or of continuing in effect

any or all of the provisions of the existing agreement in lieu thereof. Such election must be exercised on or before December 31, 1967. There shall be no duplication of benefits.

Executed this 30th day of September 1967 in the city of Washington, D. C.

ARBITRATION BOARD NO. 298

/s/ Paul D. Hanlon,  
Paul D. Hanlon, Neutral Member,  
Chairman

/s/ David H. Stowe  
David H. Stowe, Neutral Member

/s/ G. E. Leighty  
George E. Leighty, Employee Member

/s/ H. C. Crotty  
Harold C. Crotty, Employee Member

/s/ A. E. Egbers  
Alvin E. Egbers, Carrier Member

/s/ R. L. Harvey  
Richard L. Harvey, Carrier Member

(Attachments to Award not reproduced.)

Interpretations of the Arbitration Board, Arrived at in Conference

at the Time the Award was Executed at Washington, D. C. on

September 30, 1967

1. It was decided by the Board, that the provisions of Section I, shall not apply to employees where the men report for duty at a fixed point, which remains the same point throughout the year.

2. Under the provisions of Section I C 1, each man will be paid the amount of travel time from one point to another which the conveyance offered by the carrier would take regardless of how any man actually travels from one point to the other.

3. Under the provisions of Section II, the sixty-day limitation on change of headquarter's point is not intended to apply in the case of a man who obtains a regular position by exercise of seniority or otherwise.

Example: Employee Smith is on the extra list at Chicago, and on November 1, 1967, the carrier designates Chicago as his headquarter's point. On December 1, a regular position with headquarter's point at Aurora becomes vacant, and Smith is the successful bidder for the position. Smith's headquarter's point automatically becomes Aurora, as of his first day on that job, and the expense allowances provided in Section II, are not payable.

4. Full time cooks will be employed and paid by the carrier, where the \$1.00 per day meal allowance is paid under Section I B 1.

Where the company uses a helper or laborer in the gang, on a part-time basis, at the camp, and he also performs other work with the gang, then the \$2.00 allowance shall be paid, as provided in Section I B 2.

5. Under Section II B, if the carrier provides a lodging facility, at an away from headquarter's point, and an employee is agreeable to using such facility, then the maximum allowance will be \$3.00 for meals.

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Between  
CARRIERS REPRESENTED BY THE NATIONAL  
RAILWAY LABOR CONFERENCE AND THE  
EASTERN, SOUTHEASTERN AND WESTERN  
CARRIERS' CONFERENCE COMMITTEES

And

EMPLOYES' NATIONAL CONFERENCE  
COMMITTEE, FIVE COOPERATING  
RAILWAY LABOR ORGANIZATIONS

(NATIONAL MEDIATION BOARD  
CASE No. A-7948)

Interpretation No. 1

It is hereby determined that: if an organization party to the Award of Arbitration Board No. 298 expresses an option which it considers available to it under Section V of the Award and so advises the Carrier in writing at any time prior to midnight of December 31, 1967 (extended by agreement of the parties through January 15, 1968) such expression shall be compliance with Section V of the Award.

Disputes relative to the propriety of such elections may be resolved after that time.

The effective date of options, held to be proper, shall be October 15, 1967 and payments shall be adjusted accordingly to the

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extent necessary to give such effect.

Dated this 12th day of December 1967.

Arbitration Board No. 298

(Signed)

Paul D. Hanlon

Paul D. Hanlon, Neutral Member,  
Chairman

David H. Stowe

David H. Stowe, Neutral Member

G. E. Leighty

George E. Leighty, Employee Member

H. C. Crotty

Harold C. Crotty, Employee Member

A. E. Egbers

Alvin E. Egbers, Carrier Member

R. L. Harvey

Richard L. Harvey, Carrier Member

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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 the Interpretation No. 1 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

(Signed)

Paul D. Hanlon

Paul D. Hanlon, Neutral Member,  
Chairman

David H. Stowe

David H. Stowe, Neutral Member

G. E. Leighty

George E. Leighty, Employee Member

H. C. Crotty

Harold C. Crotty, Employee Member

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Richard L. Harvey, Carrier Member