

SPECIAL BOARD OF ADJUSTMENT NO. 541

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AND

ERIE LACKAWANNA RAILWAY COMPANY

STATEMENT OF CLAIM:

1. The Carrier violated the effective agreement, by failing to reimburse Equipment Operator Jessie W. Barnard for his meal expenses during the month of June, 1963, in the amount of \$95.90, and during the month of July, 1963, in the amount of \$46.95.

2. The Carrier shall now reimburse Claimant Barnard for the amounts claimed, due to this violation of the agreement.

FINDINGS: Claimant, who had been working at Buffalo, New York, and had been headquartered in a house trailer while there, was assigned to work at several points in New Jersey. The gist of his complaint is that the house trailer at Buffalo is his home location and that, since it did not accompany him during his New Jersey stay but remained in Buffalo, he is entitled under Rule 25 to reimbursement for his meals.

Rule 25 provides that an employee away from his home location because of work requirements will be reimbursed for actual necessary expenses for lodging and meals. However, neither Rule 25 nor Rule 18(c) (which provides that camp cars will be the headquarters for employees assigned to them) nor Rule 36 (which calls for the maintenance of certain "good and sanitary" conditions, including dining facilities in camp cars) nor any other provision of the applicable agreement prescribes that any specific camp car will be an employee's home location or must accompany him on his work trips. Carrier's obligation under the agreement is to provide employees camp car accommodation furnished in accordance with the requirement of Rule 36. There is no evidence that Carrier failed to satisfy that obligation except for the three days when he stayed in the bunk house in the Port Morris vicinity and was not afforded the dining facilities of a camp car.

Accordingly, the claim will be sustained only for the three days in the early part of June, 1963 when Claimant was at Port Morris, New Jersey. It will be denied in all other respects.

AWARD: Claim sustained to the limited extent described in the Findings.

Dated at New York, N.Y. this 29th day of October 1968.

/s/Harold M. Weston
HAROLD M. WESTON, NEUTRAL

/s/A. J. Cunningham
ORGANIZATION MEMBER

/s/R. A. Carroll
CARRIER MEMBER