

Award No. 1489

Docket No. 1416

2-UP-EW-'51

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electrical Workers)

UNION PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1—That under the current agreement the carrier has denied Equipmentman Robert B. Kruse, Districtman Fred R. Emmons and Lineman Howard N. Taylor the necessary expenses for meals while away from headquarters point since about September, 1949.

2—That accordingly the carrier be ordered to compensate the aforementioned employees for such expenses, retroactive to the aforesaid date.

EMPLOYEES' STATEMENT OF FACTS: Robert B. Kruse, Fred R. Emmons and Howard N. Taylor, hereinafter referred to as the claimants, are employed as equipmentman, districtman and lineman respectively, in the telegraph department of the Union Pacific Railroad with headquarters at Kansas City, Missouri. The assigned territory of Equipmentman Robert B. Kruse is eastern district (Ogden and east). The assigned territory of Districtman Fred R. Emmons is Kansas City to Topeka, Lawrence to Leavenworth (Leavenworth Branch), and that of Lineman Howard N. Taylor is eastern district (Ogden and east). It will be noted by the exhibits submitted herewith that the designated headquarters of all three assignments is Kansas City, Missouri.

About September, 1949, the carrier started to delete the items of expense for meals while working in Kansas City, Kansas from the expense accounts of the aforementioned employees, notwithstanding the fact that up until then such expense had been allowed for years.

The agreement effective August 1, 1943, as subsequently amended is controlling.

POSITION OF EMPLOYES: It is submitted that the headquarters or home point of the aforementioned claimants was designated by bulletin as Kansas City, Missouri, therefore when the claimants are working in Kansas City, Kansas, they are in every sense away from headquarters or home point and are entitled to expense incurred for meals as provided in Rule 6, in pertinent part reading as following:

"Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from the home point employees will be paid necessary expenses."

J Letter dated November 30, 1950, from Mr. G. R. Van Eaton to Mr. R. J. McGan.

POSITION OF CARRIER: The claims presented herein are without merit. Kansas City, Kansas, is part of the Kansas City Terminal and as such it is included in the headquarters of Kansas City, Missouri.

As set forth in the statement of facts, the work shop, tool house and home station facilities of these claimants are located in Kansas City, Kansas, so that when they are at that point they are actually at their home point and, hence, not entitled to expenses under the provisions of Rule 6, quoted in the statement of facts.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

In view of the facts and circumstances peculiar to this particular case, we think the claim should be sustained without generalizing the meaning or application of the rule involved, i.e., this finding and award not to be used as a precedent where a different set of facts and circumstances prevail.

AWARD

Claim sustained per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of September, 1951.