

Award No. 1674

Docket No. SG-1696

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: "Claim that C. D. Feeney be reimbursed for the necessary expense incurred for the first ten days of the period in which he was sent from his regular assigned position in construction, headquarters in Kansas City, Missouri, to fill a temporary vacancy in maintenance, with headquarters at the Minnesota Avenue Interlocking Plant in Kansas City, Kansas; total expense claimed for the ten day period being \$19.20."

EMPLOYEES' STATEMENT OF FACTS: "C. D. Feeney, holding a regular assigned position in a construction gang on the Missouri Pacific railroad, Kansas City Terminal Division, with headquarters in Kansas City, Missouri, was assigned on October 19, 1939 to fill a temporary vacancy in maintenance on a position with headquarters located at the Minnesota Avenue Interlocking Plant in Kansas City, Kansas. Said assignment covered a period of twenty-one days (October 19 to November 8, 1939, inclusive), during which time Feeney found it necessary to move his living quarters to Kansas City, Kansas in order to properly protect his temporary assignment outside of regularly assigned working periods.

"An agreement exists between the Management of the Missouri Pacific Railroad Company and the Brotherhood of Railroad Signalmen of America, effective September 1, 1939, which contains provisions regulating, among other things, the manner in which an employe in maintenance service shall conduct himself in order to properly protect the service of the signal equipment existing on his assigned territory, not only during regularly assigned working periods, but also for the periods outside of regular assigned hours, a condition to which Feeney was not subjected while on his regular assigned position in construction. The provisions of said agreement here referred to and which only applies to employes in maintenance service appears in Rule 3 (n), reading as follows:

'Employes assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the Management where they may be called. When such employes desire to leave their home station or section, they will notify the person designated by the Management that they will be absent, about when they will return, and when possible, where they may be found. Unless registered absent, regular assignee will be called.'

"Because of the additional expense to which Feeney was subjected in being sent from his home station or headquarters to fill this temporary assignment in maintenance, a bill covering the cost of meals and lodging for the first ten days of said assignment was submitted in the usual manner to the Management under the provisions of Rule 3 (u) of the current agreement, which reads as follows:

"This rule has no direct bearing on the dispute as the Employees have not alleged that Feeney was not paid for the hours he worked from the time he began and ended his day's work at his designated point—Minnesota Ave.

"The Employees also cite Rule 3-(u) reading:

'Rule 3-(u). An employee when sent from home station to fill a temporary vacancy for one (1) day will be paid in accordance with Rule 3-(o); if for more than one (1) day, he will be paid in accordance with Rule 3-(r-1), except that expenses will not be allowed under this rule for a longer period than ten (10) days. While filling such vacancy he will be paid for the hours worked at the established rate for the position, but at not less than his regular rate.'

to support their contentions in this case. Feeney was working at Kansas City. Kansas City was not only his home station when working in the gang that tied up at Sheffield in Kansas City, but was still his home station when working out of Minnesota Avenue, tie-up point, relieving a signal maintainer from October 19th to November 8, 1939. He did not change his home station, and in the application of this rule the home station is a town and/or city designated as the employee's 'home station.' The tie-up point within a town or city is not the home station. There is a marked difference between the wording 'tie-up point' as used in Rule 3-(i) that governs where a man's time begins and ends, and the wording 'home station' mentioned in Rule 3-(u) that provides for reimbursing the employees for expenses incurred, such as boarding and lodging when sent away from their home station or the town or city where they make their headquarters."

OPINION OF BOARD: C. D. Feeney, holding a position in a construction gang on the Missouri Pacific Railroad, was assigned on October 19, 1939 to fill a temporary vacancy in maintenance on a position with headquarters located at the Minnesota Avenue Interlocking Plant in Kansas City, Kansas. An agreement exists between the Missouri Pacific Railroad Company and the Brotherhood of Railroad Signalmen, effective September 1, 1939. Among other provisions it contains Rule 3 (u) which is as follows:

"An employee when sent from home station to fill a temporary vacancy for one (1) day will be paid in accordance with Rule 3 (o); if for more than one (1) day, he will be paid in accordance with Rule 3 (r-1), except that expenses will not be allowed under this rule for a longer period than ten (10) days. While filling such vacancy he will be paid for the hours worked at the established rate for the position, but at not less than his regular rate."

It is the position of the Brotherhood that the claim of C. D. Feeney for allowance of necessary living expenses, as filed with the Carrier for the first 10 days of the period during which he was away from his regular assigned position and home station to fill a temporary position, is proper and should be allowed.

It is first contended by the Carrier that the claimant was not regularly assigned with headquarters at Kansas City, Missouri. With this we cannot agree. The record shows that C. D. Feeney was regularly assigned to a position in a signal gang with headquarters in Kansas City, Missouri. It is next contended by the Carrier that he was not required to leave his home station; that Kansas City, Kansas is a part of the Kansas City Terminal; and that although it is true that the state line runs through and divides the city, a portion being in Missouri and a portion being in Kansas, the assignment in question is considered as one home station in the application of the agreement. The record shows, however, that a copy of the bulletin advertising the position in the gang in which Feeney was working specifically designated Kansas City, Missouri as the headquarters of the gang. The bulletin advertising the maintenance position to which Mr. Feeney was tem-

porarily assigned designated the headquarters of the position involved as Minnesota Avenue Interlocking Plant, Kansas City, Kansas; thus Feeney was required to leave his home station to fill the temporary position.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Signalman Feeney is entitled to the expenses as claimed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 12th day of January, 1942.