



**Award No. 17008**  
**Docket No. MW-16421**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Nicholas Zumas, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**  
**GULF, MOBILE AND OHIO RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it refused to reimburse Track Machine Operator R. D. West for breakfast, dinner and/or lodging expenses incurred on July 2, 5, 6, 9, 11, 12, 16, 18, 19, 23, 25, 26, 30, August 1, 2, 6, 22, 23, 27, 29, 30, September 3, 26 and 27, 1965.

(2) The Carrier again violated the Agreement when it refused to reimburse Track Machine Operator V. C. Easley for breakfast and/or dinner expenses incurred on July 2, 6, 9, 12, 16, 19, 23, 26, 30, August 2, 6, 9, 13, 16, 20, 23, 27, 30, September 3, 7, 10, 13, 17, 20, 24 and 27, 1965.

(3) The Carrier again violated the Agreement when it refused to reimburse Track Machine Operator W. E. Meador for breakfast and/or dinner expenses incurred on August 1, 2, 6, 8, 9, 13, 15, 16, 20, 22, 23, 24, 29 and 30, 1965.

(4) Track Machine Operator R. D. West now be paid \$44.50 to reimburse him for the expenses referred to in Part (1) of this claim.

(5) Track Machine Operator V. C. Easley now be paid \$41.55 to reimburse him for the expenses referred to in Part (2) of this claim.

(6) Track Machine Operator W. E. Meador now be paid \$19.95 to reimburse him for the expenses referred to in Part (3) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** Each of the claimants has established and holds seniority rights as a track machine operator. During the periods involved here, Claimant West's headquarters was located at New Augusta, Mississippi; Claimant Easley's headquarters was located at Eupora, Mississippi; and Claimant Meador's headquarters was located at Decatur, Mississippi. The Carrier directed the claimants to leave their respective headquarters and to perform track machine operators' work at the locations and during the periods specified below:

**V. C. Easley**

Breakfast: July 6, 12, 19, 26  
August 2, 9, 16, 23, 30  
September 7, 13, 20 and 27, 1965 — 16.90

Dinner: July 2, 9, 16, 23, 30  
August 6, 13, 20, 27  
September 3, 10, 17, 24, 1956 — 24.65

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TOTAL.....\$41.55

**W. E. Meador**

Breakfast: August 2, 9, 16, 23 and 30, 1965 — 5.80

Dinner: August 1, 6, 8, 13, 15, 20, 22, 24,  
29, 1965 — 14.15

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TOTAL.....\$19.95

Claim was timely and properly presented and handled by the Employees at all stages of appeal, up to and including the Carrier's highest appellate officer.

The Agreement in effect between the two parties to this dispute dated April 28, 1950, together with supplements, amendments and interpretations thereto is by reference made a part of this Statement of Facts.

**CARRIER'S STATEMENT OF FACTS:** The claimants in this case elected, for their own convenience, to leave their headquarters and go home for the week-end. Claims are made for reimbursement for meals on various Friday nights, Sunday nights, and Monday mornings when the employees obtain such meals when traveling for their own convenience to and from their homes.

The seniority of the track machine operators entitled them to work over that part of the railroad known as Seniority Districts 1, 2, 3 and 4, extending from Mobile, Alabama to East St. Louis, Illinois, with a branch extending to Artesia, Mississippi and Montgomery, Alabama. During the time of these claims, the employees were operating track machines located at various points on their seniority territory.

**OPINION OF BOARD:** The question to be determined in this dispute is whether, under the provisions of Rule 14(c), Claimants are entitled to be reimbursed for Monday morning and Friday evening meals at times when Claimants returned to their homes over weekends.

Rule 14(c) states:

"(c) When employees, enumerated in paragraphs (a) and (b) of this rule, are taken away from camp outfits or headquarters to

perform requiring variable hours, meals and lodging will be furnished at the company's expense."

During the times in question, Claimants were assigned as Track Machine Operators, and lived, respectively, at New Augusta, Eupora, and Decatur, Mississippi, and were required to perform their work at Sparta, Waterloo and Red Bud, Illinois—each work station several hundred miles from home.

The record is clear that each of the Claimants was reimbursed for meals and lodging, except for breakfast on Monday morning (or Tuesday when a holiday occurred on Monday) and dinner on Friday evening.

Carrier contends that:

"\* \* \* Rule 14 of the current Agreement does not require the railroad company to reimburse track machine operators for meals when such employees elect to leave their headquarters on the week-ends and return to their homes."

Throughout Carrier asserts that the "headquarters" of the Claimants was their work location, i.e., Sparta, Waterloo, and Red Bud, Illinois. Petitioner, on the other hand, contends that the homes of the Claimants were their headquarters. Whether or not Petitioner is correct is not a determining factor in this award.

Since Carrier reimbursed Claimants for all meals during the work week (except, of course, the meals in dispute), it is clear that Carrier acknowledged that Claimants were working away from their headquarters. They are, therefore, entitled to be compensated under Rule 14(c) of the Agreement for the meals in dispute.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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 the Agreement was violated.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of March 1969.

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