

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 20740
Docket Number SG-20640

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Missouri Pacific Railroad Company)

STATEMENT OF CLAIM: Claims of the General **Committee** of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

Claim No. 1.

On behalf of Signalman W. H. **Pankey** for expenses incurred during October 1972, as follows: (total \$45.70):

October 6 - \$4.55	October 12 - \$4.53	October 24 - \$4.61
" 10 - 4.52	" 18 - 4.59	" 25 - 4.59
" 11 - 4.51	" 23 - 4.60	" 26 - 4.61
		" 30 - 4.59

(Carrier's File: G 225-18-53)

Claim No. 2.

On behalf of Signal Maintenance Foreman M. E. Giger for expenses incurred during October and November 1972, as follows (total \$23.95):

October 20 - \$4.00	October 30 - \$5.00
" 25 - 4.85	November 2 - 4.95
" 26 - 5.15	

(Carrier's File: G 225-18-54)

OPINION OF BOARD: The Claims herein involve Rule 600 (e). That **Rule** provides:

"Monthly rated **employees** will be paid actual necessary **expenses** when **away** from **headquarters**, except **employees** will not be reimbursed for expense of their noon-day meal **when leaving** and **returning the same day** unless required to leave headquarters two (2) **hours** in advance of assigned **working hours** or held **away from headquarters** two (2) hours after assigned working hours."

In both Claims Petitioner alleges that Claimants are entitled to expenses for their noon meals on the days in question under **Rule 600 (e)** since they qualified under the time requirements of the **Rule** and were away from their headquarters. The sole issue in contention is whether or not the Claimants were away from their headquarters on the days in **question**.

Claimant **Pankey's** headquarters was described in Carrier's Bulletin No. 2 of January 22, 1973 as "Carroll St., St. Louis" Claimant Giger's headquarters was described in Carrier's Bulletin No. 21, of November 5, 1970 as "St. Louis, Missouri": his reporting point is 3001 Chouteau in St. Louis. Claimant **Pankey's** territory covered a relative small **area** of St. Louis trackage and Claimant Giger, who is a foreman covers a territory which not only includes the city of St. Louis but an area extending beyond it and also into Illinois. On the days in question Claimant **Pankey** was working within his territory and Claimant Giger was working in the city of St. Louis, also within his territory.

Petitioner argues that the headquarters or **home** station is not synonymous with territory. In essence, the Organization contends that the headquarters is the reporting point "...whether it be a tool house, interlocking tower, office or the like." The Organization states that it is reasonable to interpret **Rule 600 (e)** that the word "headquarters" means the point at which the **employee** begins and ends his tour of duty. It is also argued that the whole city of St. Louis is not a headquarters since it is too large and disbursed.

Carrier states that Claimant **Pankey** worked more than his normal hours on each of the ten days involved in his Claim on the Carroll Street interlocking plant: this was his headquarters point according to Petitioner. Similarly, it is argued that Claimant Giger worked in St. Louis on each of the days specified in his Claim. It is concluded that on a prima facie basis there is no basis for the claims. The Carrier states that the headquarters of signal maintainers throughout its system are designated as the town or city in which the signal maintainer starts and stops work and has his tool house. Following this procedure it is argued that Claimant **Pankey's** headquarters is St. Louis, but Carroll Street is indicated to distinguish the job from other Signal Maintainer jobs in St. Louis.

It is apparent that Petitioner is troubled by the application of the **Rule** to **employees** assigned to large cities such as St. Louis. In his letter to Carrier dated April 3, 1973, the Organization's General Chairman stated:

"It appears to me in this case that Mr. **Pankey** is being penalized for living in **st. Louis, Mo.**, which is approximately 13 miles across North and South and **7½** miles across East and West, had he been living in a small town such as Falls City, **Nebr.** he would have been out of the City Limits within a Mile any way he could have went."

It is noted that the rule in dispute is a travel expense rule. It is clear ~~from~~ the unrefuted statement of Carrier that similar monthly rated employes do not receive expenses, regardless of the **number** of hours worked, unless they leave the city or town in which they are headquartered.

It must be made clear that the term "headquarters point" as used in the Agreement for purpose of determining when pay starts for hourly rated employes is not the same as "headquarters" as used in Rule 600 for monthly rated employes. Also, we agree with Petitioner that headquarters is quite distinct from territory and they must not be ~~confused~~. We do not believe that the best interests of the parties would be served by defining headquarters so narrowly that **when** an **employee** steps outside of his toolhouse he has left his headquarters; we shall accept the Carrier's position that the town or city specified for the assignment is the headquarters for the purposes of the Rule involved herein. Under this concept, both employes herein were clearly at their headquarters on the days in question and hence are not entitled to lunch expenses.

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 Employes involved in this dispute are respectively Carrier and Employes 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 not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1975.