



Award No. 16463
Docket No. SG-16772

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

KANSAS CITY SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Kansas City Southern Railway Company:

CLAIM NO. 1

On behalf of Signalman L. A. Gandy for certain expenses he incurred during the months of November and December, 1965, while he was required to work away from his headquarters or home station in Signal Gang trailers located at Beaumont, Texas.

CLAIM NO. 2

On behalf of Signalman L. A. Gandy for certain expenses he incurred during the month of January, 1966, while he was required to work away from his home station in the boarding cars (camp cars or trailers) of the Signal Gang which, during January, 1966 were located at Beaumont, Texas. (Carrier's File: 012.31-77 (1-2))

EMPLOYEES' STATEMENT OF FACTS: This dispute is the result of Carrier's failure and/or refusal to reimburse Signalman L. A. Gandy for certain expenses he incurred during November and December, 1965, and January, 1966 while he was required to work away from his home station in Signal Gang trailers at Beaumont, Texas.

These expenses were submitted to Carrier on its KCS Form 26 by Signalman Gandy and denied by Chief Engineer C. G. Davis in letters dated December 6, January 3 and February 2 and 4. The reason Mr. Davis gave for refusing to pay the expenses was he would not pay for meals taken in Mena, Arkansas — the location of Mr. Gandy's home — in spite of the fact such expenses had in the past been allowed without question.

As is indicated by several daily expense and time reports, KCS Forms 26 and 360, which we have reproduced and attached hereto as Brotherhood's Exhibit No. 1, expenses similar to those which have in this instance been denied, were allowed in June and July, 1965. Mr. Gandy was reimbursed for all expenses he incurred during this period even though some meals were

taken in Mena. During June and July, 1965, the Signal Gang trailers to which he was assigned and in which he was headquartered were located in Neosho, Missouri, and his home was located in Mena as it is now.

The dispute is a combination of two claims which were initiated separately and combined at the last stage of handling on the property. Both are basically the same; the only difference is that Claim No. 1 covers expenses incurred by Signalman Gandy during November and December, 1965, and Claim No. 2 covers those he incurred during January, 1966, while he was required to work away from his home station.

All correspondence pertinent to the two claims and their handling on the property is attached hereto and identified with Brotherhood's Exhibit numbers. Brotherhood's Exhibit Nos. 2, 3, 4, 5, 6 and 7 relate to Claim No. 1; Brotherhood's Exhibit Nos. 9, 10, 11, 12 and 13 relate to Claim No. 2, and Brotherhood's Exhibit Nos. 8, 14 and 15 relate to both claims.

As is indicated by the correspondence cited above, this dispute was handled in the usual and proper manner by the Brotherhood on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of June 1, 1944, as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Claimant, regularly assigned to Signal Gang headquartered at Beaumont, Texas, for many years has maintained his permanent residence at Mena, Arkansas, where he resides with his wife. During period covered by claim, Claimant resided at his residence, working at and in the vicinity of Mena. Claimant was compensated for all meals not taken at his residence; however, Carrier declined to honor claims for meals he received at his residence, inasmuch as claimant offered no proof to show his actual expenditure for such meals as required by that portion of Rule 31, reading:

"Actual expenses will be allowed when away from home station."

OPINION OF BOARD: L. A. Gandy, a member of a signal gang with headquarters at Beaumont, Texas, makes claim for meal expenses incurred while away from his home station in accordance with Rules 31, 32, 36. On the dates stated in the claim he performed services at Mena, Arkansas, the location of his home. He ate his meals at his residence while working at Mena. Carrier allowed him expenses for his noon meals, but denied his claim for breakfast and supper meals on the grounds that these expenditures were not actual expenses. It maintains that there is no rule which requires it to pay for meals consumed at Claimant's own home while he is working away from headquarters. It argues that the intent of Rule 31 is to protect an employee against a monetary loss when he is assigned away from headquarters, but that Claimant did not suffer any loss when he ate his meals at his own home.

The central question in this dispute is the interpretation of that portion of Rule 31 which reads, "Actual expenses will be allowed when away from home station."

There is no question that Mr. Gandy was away from his home station, Beaumont, Texas, when he worked at and in the vicinity of Mena, Arkansas. On the property Carrier didn't question the amount of money expended for his meals taken in his home, but challenged Claimant's right to reimbursement because such expenses did not fall under the category of actual expenses in view of the fact that the meals were consumed at home. Whether these meals were consumed at home or elsewhere is irrelevant. Their cost represented an expense to Claimant. According to Rule 31, an employee who is away from headquarters and incurs actual expenses, is entitled to reimbursement. These conditions existed in the instant dispute. Accordingly, we hold that the Agreement was violated. The claim is, therefore, sustained.

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 by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June 1968.