

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 24994

Docket No. 44635

99-1-97-1-U-1958

The First Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**PARTIES TO DISPUTE:** ( (Brotherhood of Locomotive Engineers  
(Union Pacific Railroad Company (former Missouri  
( Pacific Railroad)

**STATEMENT OF CLAIM:**

“Engineer C. W. Alumbaugh claiming meal periods for away from home terminal”

**FINDINGS:**

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute were given due notice of hearing thereon.

On July 19, 1997, Claimant was regularly assigned to the Fort Worth South Engineers Extra Board. He had been deadheaded from Ft. Worth, Texas to Taylor, Texas to protect interdivisional service running from Taylor, Texas to Houston, Texas. Taylor is the home terminal for the Taylor to Houston interdivisional pool. Claimant had been deadheaded to Taylor to protect this service previously on July 17, 1995. Claimant worked a round trip to Houston and back on July 17 and 18, 1995. He remained at Taylor and was off duty for 29 hours and 40 minutes prior to commencing his trip July 19, 1995. Claimant claimed \$12 meal allowance under the BLE Agreement providing for meals at an outlying point. That claim was denied and was subsequently

appealed up to and including conference on the property, after which time it remains unresolved.

At issue in this case is application of Article II, § 2 of the National Agreement, dated June 24, 1964, and Article VII of the National Agreement dated June 1, 1971, Expenses Away From Home. Those provisions read as follows:

**"Section 2 (1964)**

When the carrier ties up a road service crew (except short turn-around passenger crews), or individual members thereof, at a terminal . . . other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

**ARTICLE VII – EXPENSES AWAY FROM HOME**

1. Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:
  - (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
  - (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

2. It is agreed that the parties signatory to this agreement will continue negotiations on the matter of further increasing the expenses-away-from home allowances. Any such increase agreed upon to become effective January 1, 1973."

The Carrier maintains that since Taylor was the home terminal of Claimant's assignment, he is not entitled to the meal allowance. Moreover the Carrier points out that this was not Claimant's first trip while filling the vacancy. According to the Carrier, Claimant knew the conditions of the assignment being filled, and must operate under those conditions while stationed at Taylor.

The Organization disputes the Carrier's position. It points out that in an "Agreed Interpretation between the BLE and NRLC" the Parties agreed to the following on November 11, 1975:

"The payment of both meal and lodging allowances would be required to extra employees at outlying points (having met the required criteria) under the following circumstances"

1. When tied up four (4) hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances only when the extra employee is held at the outlying point for more than one hour of duty.
2. When tied up four (4) hours or more between each tour of duty at the outlying point(s).
3. When held four (4) hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra men)."

The Board has reviewed the record before us carefully. The language of the Agreement between the Parties, as amended by subsequent memoranda, supports the Organization's position that the home terminal for Claimant was Ft. Worth, Texas, and thus constituted the "source" for his extra board. It is undisputed on this record that Claimant was on duty at the outlying point for more than four hours. It is also undisputed that he was off duty at Taylor for 29 hours and 40 minutes prior to commencing his July 19, 1995 trip. Further, Taylor is more than 30 miles from Claimant's home terminal of Ft. Worth. In Case No. 2, Public Law Board No. 2500,

Referee O'Brien found that, "engine service crews are entitled to the meal allowance . . . so long as they are tied up at an outlying point that is 30 miles or more from the terminal limits of the location where the extra list from which called is maintained." Claimant met the requirements set forth by the clear contract language. Accordingly, he is entitled to the meal allowance claimed.

**AWARD**

Claim sustained.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

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

Dated at Chicago, Illinois, this 2nd day of June 1999.