VERMONT LABOR RELATIONS BOARD

Grievance of: VSEA, on behalf of the Meat Inspectors, Department of Agriculture	))))	DOCKET NO. 77-17S-1

FINDINGS OF FACT, OPINION, AND ORDER

Statement of Case

This grievance was first filed with this Board October 20, 1976, by the Vermont State Employees' Association, Inc. (hereinafter "VSEA") on behalf of the Meat Inspectors of the Department of Agriculture (hereinafter "Grievants"). The grievance was first heard on its merits by the Board on December 3, 1976, and the Board's Findings of Fact, Opinion and Order was issued on July 30, 1979. The Vermont Department of Agriculture (hereinafter "Department") instituted an appeal to the Supreme Court which was subsequently dismissed due to the opinion of the Court that the Board's order was not yet final because no back-pay award had been determined. Further hearings were held before the Board on May 15, 1980, for the purpose of determining an appropriate back-pay award. On July 8, 1980, the Board issued its back-pay order. Department then reinstituted its appeal to the Supreme Court from both the initial findings, opinion and order and the additional findings, opinion and order. When Department ordered a copy of the transcript of all proceedings before the Board, it was discovered that the transcript of the December 3, 1976, hearing had been misplaced. By virtue of the absence of a transcript, the grievance was remanded to the Board by the Court for a new hearing on the merits.

On March 4, 1981, Grievants filed an amended grievance. Grievants allege that the failure of Department to pay Grievants overtime for travel time to and from their homes during the period January 1, 1973, to November 1, 1976, was a violation of the overtime provisions of the collective bargaining agreements in effect during that period.

A hearing on the merits was held March 5, 1981, in the Board hearing room in Montpelier before Board members Kimberly B. Cheney, William G. Kemsley, Sr., and James S. Gilson. Michael R. Zimmerman, counsel for VSEA, represented Grievants. Department was represented by Louis P. Peck, Chief Assistant Attorney General.

The parties filed requested findings of fact and memoranda on March 26, 1981.

FINDINGS OF FACT

1. Grievants were, between January 1, 1973, and November 1, 1976, employed as Meat Inspectors, Pay Scale 1 , with the Meat Inspection Service, Livestock Division, Department, with the exception of Paul Heller who held the position of Compliance and Enforcement Officer (Pay Scale 12). Heller did, when called upon to do so, perform the duties of a meat inspector, and his claim in this matter is based upon those periods when he did perform the duties of a meat inspector.

2. Names of Grievants are: Walter Sylvester, Carl Cushing, Frank Leavitt, Thereon Peck, David Haynes, Gene Hoyt, Frank Troyse, Albert Kittredge, Mansur Kerwin, Chester Nosek, Carley Newcity, Bruce Farnham, Clifton Barber, Henry Holden, George Breslin, Paul Heller, Gary Rushford.

3. At all times relevant herein, Dr. Alfred E. Janawicz was the Director, Livestock Division, Department, and, in that capacity, headed the meat inspection program in Vermont.

4. As meat inspectors, Grievants' function was to make certain that only inspected and "passed" and correctly labelled meat products slaughtered, processed, or sold in Vermont were purchased by consumers.

5. Grievants performed their primary functions in three kinds of locations: 1) slaughterhouses licensed by Department, 2) processing plants licensed by Department, and 3) retail stores carrying meat products.

6. Slaughterhouses licensed by Department are not permitted to conduct operations unless a meat inspector is present the entire time. A meat inspector performs ante-mortem inspections on all beasts to be slaughtered. Also, the inspectors take blood samples from mature female animals, which samples are analyzed for brucellosis. After the animals are slaughtered, they are inspected by the meat inspectors, and, if they are wholesome, they are stamped as having met legal standards. Slaughterhouses operate anywhere from four to eight hours a day.

7. Unlike slaughterhouses, processing plants are not required to have a meat inspector present during the entire period of daily operations. Normally a meat inspector can go into a processing plant, check for sanitary conditions, give his approval, and leave. A meat inspector can, typically, cover three to four processing plants a day in that fashion.

8. Grievants were also assigned to a retail territory as well, covering as many as 75 retail stores. At the retail stores, Grievants check meat products for wholesomeness and correct labelling. For each inspection, the meat inspector fills out a C&E (Compliance and Evaluation) report in triplicate (the original for Department, a copy to the retail store's owner, and a copy for the meat inspector's

file). If the meat inspector comes across any suspicious meat, he purchases it, and sends it to Department's laboratory for analysis.

9. Pursuant to Department regulations, licensed slaughterhouses were required to provide office space for meat inspectors (Grievant's Exhibit 7, Pg. 3). Office space provided must meet with the approval of Department commissioner, and "shall be conveniently located, properly ventilated, and provided with lockers..."

10. The office space provided Grievants with an area to prepare required reports, records, and forms; and the lockers allowed for the maintenance of the records, reports, and forms in the plant.

11. Most establishments provided offices and lockers that did conform with Department regulations; however, a few did not. Nonetheless, we find that in all instances the space provided was at least adequate for the preparation and maintenance of the required reports, records and forms.

12. Grievants, with the knowledge of Department (although not expressly required by them), used their homes for various work-related purposes:

1) to store blood samples (see Finding 6) and meat samples (see Finding 8). These samples have to be sent to Department laboratory in Montpelier. Because the inspectors are often not able to get to a post office before closing time on the day a sample is taken, they frequently take the samples home with them, refrigerate them in their own refrigerators overnight, and mail them early the following morning.

2) may store various copies of forms they are required to fill out (i.e. blood sample forms, meat sample forms, C&E reports). They also may have filed these copies in their cars or offices in the slaughtering plants. Practices varied among Grievants.

3) received work-related mail at home.

13. The great bulk of work done by Grievants was performed on site (i.e. slaughterhouses, processing plants, retail stores). The amount of

work required to be done at home was minimal. Storing of the samples in their refrigerator was the only work-related function that could not be done elsewhere.

14. There are two collective bargaining agreements negotiated by the State and the VSEA for the Non-Management Unit relevant to this matter: 1) Agreement in effect for the period October 1, 1972 to July 14, 1976 (hereinafter "the first contract" 2) Agreement in effect for the period July 5, 1976, to June 30, 1979 (hereinafter "the second contract").

15. Both contracts contained identical provisions relating to the payment of overtime for travel time:

> "It is expected that travel time between work locations shall be conducted during normal working hours. Employees are not eligible for travel time except where an employee is traveling from work location to work location. The term 'work location' for purposes of this section, does not include the employee's home or travel to and from conventions, seminars, training courses, study groups, and related activities."

16. Save for what does not constitute 'work location', neither contract defines the term 'work location'. This term also is not defined in Rules and Regulations for Personnel Administration in effect during that period.

17. Grievants claim they are entitled to receive overtime compensation for travel time between their homes and the plants at which they performed their inspections for the period January 1, 1973 - November 1, 1976.

18. At no time have meat inspectors ever been paid overtime for travel between their homes and slaughterhouses or processing plants to which they were assigned.

19. That policy was explicitly established by Dr. Janawicz in 1968. Inspectors who indicated, on their time sheets, the time at which they left their homes in the morning were orally reprimanded, and were instructed to begin counting time worked when they arrived at their first assignment and cease counting hours worked when they departed, at the end of the day, from their areas of assignment.

20. Dating from at least 1972 (see Grievants' Exhibit #4, Pg. 2) until November 1, 1976, Department designated the homes of the meat inspectors as 'official stations'. Their homes were also referred to as 'duty stations' (Grievants' Exhibit #10) and 'official duty stations' (Grievants; Exhibit #2, Pg 1) by Department.

21. At no time during that period did Department use the term 'work location' to describe the inspectors' homes.

22. Prior to 1973, Department provided the meat inspectors with State-owned vehicles for their use in the performance of their duties, and those vehicles were garaged at the homes of the meat inspectors.

23. Beginning in approximately July, 1973, because of legislative budget reductions, Department no longer provided State-owned vehicles to the meat inspectors, and, as a result, the meat inspectors were required to, and did, use their own vehicles for the performance of their duties.

24. Shortly after the meat inspectors lost their State cars, Dr. Janawicz told them that Department could not afford to pay the inspectors time from their homes to their assignments, but Department would, instead, reimburse them for mileage driven from their homes at the beginning of the workday and back to their homes at the end of the workday. Janawicz told the inspectors that if they could not abide by that arrangement, then Department would have to change their duty stations from their home to their assigned slaughterhouses and plants.

25. Beginning in approximately July, 1973, and ending on November 1, 1976, Department reimbursed the meat inspectors for mileage driven each day on State business, starting from their homes at the beginning of the day, and ending at their homes at the end of the day.

26. Grievants were aware during this period that they were not being paid overtime for travel time between their homes and the plants and return trips.

27. Grievants did not institute any formal complaint or grievance relating to overtime for travel time during the period commencing January 1, 1973, and ending with the filing of this grievance at Step II, August 25, 1976. No grievance was filed over the arrangement instituted by Dr. Janawicz in July, 1973, until the filing of this grievance.

28. Under the first contract relevant to this matter, grievances were required to be instituted within 20 workdays of the employee's "knowledge of the occurrence of the matter which gave rise to the complaint" (Article X, Section 3). Under the second contract, the time period was reduced to 10 workdays "of the date upon which the employee could have been reasonably aware of the occurrence of the matter which gave rise to the complaint" (Article XII, Section 3).

29. The nature of the meat inspector's job was that they worked alone, often going long periods without seeing another meat inspector. As a group, they only met during official meetings called by Dr. Janawicz; meetings which occurred a few times a year.

30. August 7, 1976, was the first time the meat inspectors, as a group, met with a VSEA representative. The meeting was called in order to discuss a number of complaints the meat inspectors had about their working conditions, including the question of overtime pay for travel time between homes and assignments (Grievants' Exhibit #6).

31. As a result of the August 7, 1976, meeting, the VSEA, on August 25, 1976, filed a Step II grievance with Department commissioner requesting payment of overtime for travel between the homes and assignments of Grievants.

32. On October 14, 1976, at which time the grievance had been appealed to the Step III level, Joseph Kecskemethy, Director of Employee Relations, addressed a letter to Alan Rome, VSEA counsel (Grievants' Exhibit #13). Kecskemethy held that Department violated the law by declaring Grievants' homes to be their work stations when they, in fact, did no work out of their homes. He stated Department violated the contract by not paying for travel time between work locations regardless of whether they were correctly designated as such; however, Kecskemethy contended Department did not have the money to make retroactive payments of the extent requested.

He proposed a settlement with the VSEA; that Grievants be paid for 47 days of having their travel time counted as time actually worked, but that the official stations of Grievants be changed from home to meat processing plants. The VSEA did not accept Kecskemethy's settlement offer.

33. On October 18, 1976, Dr. Janawicz sent each of the meat inspectors a letter, notifying them that effective November 1, 1976, official work stations would be changed from home to slaughterhouse or processing plant (Grievants' Exhibit #14). That change was instituted November 1, 1976.

34. The parties have stipulated and agreed and the Board finds that should this grievance ultimately be resolved in favor of Grievants, the individual Grievants are due the amounts set opposite their names as follows:

Walter Sylvester	647.62
Carl Cushing	872.19
Frank Leavitt	4,618.61
Theron Peck	3,731.84
David Haynes	7,812.16
Gene Hoyt	3,102.19
Frank Troyse	231.64
Albert Kittredge	8,937.44
Mansur Kerwin	5,923.38
Chester Nosek	8,111.81
Carley Newcity	6,776.91
Bruce Farnham	3,430.91
Clifton Barber	3,727.24
Henry Holden	3,795.60
George Breslin	1,199.29
Paul Heller	1,597.11
Gary Rushford	274.00
TOTAL	$64,789.94

The amounts have been determined by Department from its records and covers the period January 1, 1973 - November, 1976. Should it be ultimately determined that Grievants should be rewarded back pay, but for a lesser period of time, the amounts due Grievants would have to be recalculated.

MAJORITY OPINION

I

TIMELINESS

We first consider Department's claim that this grievance should be dismissed on the grounds that it was not timely filed.

Under the first contract relevant to this matter, grievances were required to be instituted within 20 workdays of the employee's knowledge of the occurrence of the matter which gave rise to the complaint.

Under the second contract, the time period for filing was reduced to 10 workdays of the date upon which the employee could have reasonably been aware of the occurrence of the matter which gave rise to the complaint.

Department argues as follows: At the time Grievants were deprived of use of State-owned vehicles, July 1, 1973, they were told by their immediate supervisor, Dr. Janawicz, that they would be paid mileage from their homes, but that Department could not afford to pay them overtime for travel time. Grievants made no complaint about this arrangement, but accepted and acquiesced in this offer until the grievance was finally initiated at Step II, August 2[illegible], 1976, over three years later. Department submits that the undisputed facts, measured against the very plain and unambiguous language of the contract, leads to only one valid conclusion: this grievance was not timely filed and should be dismissed.

Department further argues that even if it is accepted that the first time Grievants became aware they had a grievable matter was August 7, 1976, at a meeting with their VSEA representative, they still did not file this grievance in a timely manner. The grievance was not filed until 12 workdays after the meeting, while the contract then in effect (the second contract) allowed only 10 days.

We disagree with Department. In a case such as this, involving a pay practice that affects a large number of employees, we are reluctant to say that acceptance of one pay check without grieving waives the right of employees to grieve from that time forward.

Grievants were aware of the "occurrence of the matter which gives rise to the complaint" back in 1973. However, the act complained of - non-payment of overtime for travel time between home and assignment -was not a single isolated and completed occurrence. There was a new "occurrence" of the alleged violation every time a pay check was issued to Grievants. Grievants were permitted to institute a grievance over this matter at any time during the period which the alleged violation was occurring. Thus, Grievants filed this grievance in a timely manner.

By not filing the grievance until August 25, 1976, however, Grievants waived their rights to backpay for all periods prior to the pay period immediately preceding the filing of the grievance. The purpose of a grievance is to officially bring to the employer's attention a grievable action. An employer cannot be held financially liable for an action of theirs of which they were never made officially aware was a source of employee dissatisfaction. For us to find otherwise would be to encourage employees to delay in filing grievances involving renumeration in the hopes that they can eventually walk away with a sizeable sum of money. Promptness is one of the most important aspects of grievance settlement. Bringing a problem into the open expeditiously fosters better labor-management relations. Sitting on a grievable action in the hopes of obtaining "the pot at the end of the rainbow" certainly does nothing to promote productive labor relations. We, then, cannot support the three-year period sought by Grievants as the appropriate period for this grievance. We find this grievance timely, but for a limited period.

For the foregoing reasons, we find the appropriate time period in which to consider this matter commencing with the pay period immediately preceding the filing of this grievance at Step II, August 25, 1976, and terminating November 1, 1976, the date the official work stations of Grievants were changed from home to slaughterhouse or processing plant.

II

MERITS

The issue before us is whether the failure of Department to pay Grievant's overtime for travel time between home and assignment during the period in question was a violation of the overtime provisions of the collective bargaining agreement between the parties; the Agreement in effect for the period July 5, 1976, to June 30, 1979 (hereinafter "Agreement").

The pertinent contractual language in this matter is found in Article XIV, Section 5(c), Agreement, which reads:

> It is expected that travel time between work locations shall be conducted during normal working hours. Employees are not eligible for overtime compensation for travel time except where an employee is traveling from work location to work location. The term 'work location' for purposes of this section does not include the employee's home or travel to and from conventions, seminars, training courses, study groups, and related activities.

There is fundamental disagreement between the parties as to the meaning of the term 'work location' and whether Grievants' homes were, in fact, 'work locations'.

Department contends that the phrase 'work location' means a place where an employee is expressly required by his employer to perform the work, or some substantial portion thereof, for which he is employed. Department argues that, because at no time were Grievants required by

Department to perform any work at home, Grievants' homes cannot be considered as 'work locations'. Grievants' homes were instead designated as 'official stations' by Department. The term 'official station', the Department contends, has a different meaning than 'work location'. 'Official station' is defined as the place or point where an employee is assigned to begin and end his workday, and the place or point from which his mileage for purposes of reimbursement is measured. Thus, Department concludes, Grievants' homes are not 'work locations' and Grievants are not entitled to overtime compensation for travel time between home and assignment.

Grievants maintain, however, that the term 'work location' is nowhere clearly defined, and that Department used many terms - 'official stations', 'official duty stations', 'official work stations', and 'duty stations' - to refer to their homes. Grievants maintain that no one was very precise in the terms used and that the clear-cut distinction Department attempts to draw between 'work location' and 'official station' (and other variations on that theme) has never existed in practice. Grievants argue that the term 'work location' is not distinct from the terms 'official station', 'duty station', and the like. Further, Grievants maintain that the contractual prohibition against considering homes as 'work locations' applies only to the employees who commute from home to office, and not to employees like themselves. Therefore, Grievants argue they are entitled to overtime compensation for travel time between home and assignment.

We are asked to interpret the contract language and determine the meaning of 'work location'. In contract interpretation, we are guided by our Supreme Court. In In re Adele Stacy, 138 Vt. 68 (1980), the Court held:

> A contract will be interpreted by the common meaning of its words where the language is clear... Moreover, the Court will not read terms into a contract, unless they arise by necessary implication.

In a further case, In re Grievance of the Vermont State Employees Association, Inc., on behalf of certain 'Phase Down' Employees, 139 Vt. ___, 421 A2d 1311 (1980), the Court stated: "It is the duty of this Court to interpret the provisions of a disputed contract, not remake it, or ignore it."

In the case before us we are faced with contract language that is very clear and unambiguous. Article XIV, Section 5(c), Agreement, states in pertinent part:

> Employees are not eligible for overtime compensation for travel time, except where an employee is traveling from work location to work location. The term work location for the purposes of this section does not include the employee's home or travel to and from conventions, training courses, study groups, and related activities. (emphasis added)

It is plain that employees' homes are not to be considered work locations and thus they are not eligible for overtime compensation for travel time between home and assignment. Also, there is no language in Agreement excluding Grievants from coverage of this section. It is clear that the contract language does not entitle Grievants to overtime compensation for travel time between home and assignment. To find otherwise would be to ignore the contract and remake its provisions. Thus, regardless of the meaning of the term 'work location', Grievants' homes are expressly excluded from such meaning for purposes of overtime compensation for travel time.

While the contract clearly forbids Grievants' homes being considered 'work locations' for the purposes of overtime compensation, claims are made by Grievants that their homes were indeed work locations and Department considered them as such. Grievants advance three further arguments to support these claims:

1) Grievants maintain they did, in fact, do work at home, therefore, their homes were 'work locations;

2) Department, even though aware Grievants were working at home, took no steps to discourage these activities. Thus, Department 'suffered' Grievants to work at home, and thereby allowed their homes to be transformed into 'work locations'. Further, at the Step III level of the processing of this grievance, Joseph Keskemethy, Director of Employee Relations, admitted that Grievants' homes were considered 'work locations' by Department (see Findings of Fact #32).

3) Department reimbursed Grievants for mileage starting from their homes at the beginning of the day, and ending at their homes at the end of the day pursuant to 32 VSA §1261. The statute provides that when an employee works out of his home rather than out of an office, he will be reimbursed for mileage to and from his home. 'For the purposes of this section' (32 VSA §1261) an employee's home was 'considered as his office'. Grievants maintain that since Department recognized their homes as offices for the purpose of mileage reimbursement, Department ought to recognize their homes as offices for purposes of reimbursement under the contract for driving time to and from their homes.

We will discuss each of these contentions respectively.

1) Work at home - Grievants did use their homes to store blood and meat samples and, in some cases, filed material in their homes. However, the great bulk of work done by Grievants was performed on site (i.e., slaughterhouses, processing plants, retail stores). The amount of work required to be done at home was minimal. Storing of the samples in their refrigerators was the only work-related function that could not be done elsewhere. Grievants were provided with on-site office and locker space to prepare and maintain reports, records, and forms. While the space provided was not always of the highest quality, it was at least adequate for its intended purpose - the preparation and short-term maintenance of reports, records and forms. Any work actually done at home was either by choice of Grievants or consumed a negligible amount of time. We are not inclined to define an employee's home as a 'work location' when an insignificant amount of work is done there.

2) Department Acceptance and Admittance of Grievants' Homes as Work Locations - Department was aware that Grievants were performing some work at home. This does not, however, lead to the conclusion that they thus somehow allowed Grievants' homes to be considered work locations. Most of the work being done at home by Grievants was by their own choice and for their own convenience. The only work Department required Grievants to perform at home was placing of samples in their refrigerators; an activity requiring a negligible percentage of their work time.

Further, Department never admitted that Grievants' homes were 'work locations'. At no time did Department use the term 'work location' to describe Grievants' homes. In a letter to Alan Rome of the VSEA, at the Step III level of the processing of this grievance, Joseph Kecskemethy did state: "the Department of Agriculture violated the contract by not

paying for travel time between work locations regardless of whether they are correctly designated as such." We do not find such an admission, however, to be evidence that Department considered Grievants' homes to be 'work locations'. First, Kecskemethy, as Director of Employee Relations, works for the Department of Personnel. He was not acting as a representative of Department. Second, we are not inclined to consider this letter as admissable evidence. Kecskemethy's statement was made in a settlement proposal to the VSEA. To maintain its purpose of resolving problems between the parties, contractual grievance machinery must be used by the parties in an uninhibited way. Each party must feel free to search for accommodation without fearing that, if its settlement offered is refused, their attempt to resolve a problem will be used against them at a later date. The dynamics which lead one side to seek a resolution of a dispute before it reaches this level may have nothing to do with the merits of that side's position.

We find that Department never accepted nor admitted Grievants' homes were work locations. At all times relevant, Department viewed their homes as 'official stations'.

3) Mileage Reimbursement - We do not agree with Grievants' argument that since Department recognized their homes as offices for the purpose of mileage reimbursement, Department ought to recognize their homes as offices for purposes of reimbursement under the contract for driving time between home and assignment.

32 VSA §1261 relates only to mileage and has no relation to overtime compensation. Employees' homes are considered as their offices 'for the purposes of this section'. Moreover, 32 VSA §1261 in no way

implies that employees receiving mileage reimbursement from their homes are necessarily performing work at home. The mileage statute considers an employee's home as his office when an employee works out of his home. An employee is not necessarily working 'in his home' (work location) because he works out of it. Thus, there is no merit to the claim that the reimbursement of Grievants for mileage driven between home and assignment entitles them to overtime pay for travel time between home and assignment.

In summary, we find that Agreement does not entitle Grievants to overtime compensation for travel time between home and assignment. Moreover, notwithstanding the clear contract language, Grievants' homes were not work locations, nor did Department consider them as such. Also, mileage reimbursement paid Grievants between home and assignment does not entitle them to overtime compensation for travel time between home and assignment. Thus, we find no violation by Department in its nonpayment of overtime for such travel time.

ORDER

Now, therefore, based on the foregoing findings of fact and for all the foregoing reasons, the grievance of VSEA on behalf of Meat Inspectors, Department of Agriculture, is ordered DISMISSED and is dismissed.

Dated this 16th day of April, 1981, at Montpelier, Vermont.

Affirmed by Supreme Court 6/4/82

VERMONT LABOR RELATIONS BOARD

Kimberly B. Cheney, Chairman

James S. Gilson

DISSENTING OPINION

I disagree with the majority opinion for the following reasons: Until November 1, 1976, the meat inspectors had always had their homes declared as work stations. It is clear that this arrangement benefitted both Department and the meat inspectors alike. Department was benefitted because of the ease with which job rotation could be realized, along with the great number of inspectors able to get to numerous meat plant sites. It benefitted the inspectors because they could get mileage from their officially designated duty stations.

Department claims that the contract and 32 VSA §1261 impede the attempts of the meat inspectors to gain travel time allowance. The aforementioned statute states as follows:

> When an administrative official or employee works out of his home in the usual course of his employement, rather than out of an office, he shall be reimbursed for his expenses in the same manner as though he were working out of an office, and for the purposes of this section, his home shall be considered as his office.
>
> 32 VSA §1261(a)

Because of the benefit to both the inspectors and to the running of the meat inspection program, these inspectors clearly were 'working out of their homes in the usual course of their employment', and, therefore, entitled to reimbursement as if they had been working out of any other State office. The inspectors should have had their travel time between home and assignment computed for overtime purposes.

I am puzzled by the State's position on this subject. If the homes are not the offices, where do offices exist for the meat inspectors? We have heard much testimony, graphically describing the so-called offices

provided by the meat plants: bad lighting, no lockers or ventilation, little desk or locker space. One should not even mention a toilet one inspector was forced to use as his 'office'. Department is in obvious violation of its own Rules and Regulations, 200.1 - 200.6 (Grievants' Exhibit 7, Pg. 3).

As for the contractual protestation on the part of the State pertaining to 'home' as work location, I find an important difference between 'home' and the aforementioned 'working out of one's home in the course of one's business', 32 VSA §1261(a). Certainly, if one goes from home to a work location, overtime benefits should not apply. But if, as in the case of the meat inspectors, 'home' is 'work station', the normal and customary benefits should apply, 32 VSA §1261(a).

William G. Kemsley, Sr.