

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Soo Line Railroad

Dispute: Claim of Employes:

1. That under the current agreement, the Soo Line Railroad Company violated Rules 10 and 98 Shops Craft Agreement, on dates of March 10, 16, 17, 18 and 19, 1982 when denying the Stevens Point wrecking crew members Carmen D. Behnke, G. Maloski and E. Walkush, meal expense, when performing wrecking service, at the derailment site at Auburndale and Milladore, Wisconsin.

2. That accordingly, the Soo Line Railroad Company be ordered to reimburse the aforementioned wrecker crew members the meal expense of \$4.50 each for each date of March 10, 16, 17, 18, and 19, 1982 when leaving home headquarters, to perform wrecking service on line of road.

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

On March 9, 1982 the Carrier's train derailed near Auburndale, Wisconsin. A "shoo-fly" track was built to facilitate transfer of potash from damaged cars. After reporting for their regular assignments at the Carrier's Stevens Point repair facility, the Claimants were assigned on March 10, 16, 17, 18 and 19, 1982 to perform work related to the derailment of the Carrier's train near Auburndale. They moved cars to clear tracks, loaded trucks from derailed cars and secured wrecked cars to flat cars. They returned to their home terminal before the end of their shifts on the days in question. With the filing of the instant claim, the Claimants seek reimbursement for the meal (lunch) expense they incurred on March 10, 16, 17, 18 and 19, 1982.

Rule 10, Paragraph 4, in relevant part, provides: "Where meals and lodging are not provided by the Railroad Company, actual necessary expenses will be allowed". The dictionary definition of the word "necessary" is "essential to any end or condition; indispensable". The Claimants worked eight (8) hours at straight time pay with 30 minutes overtime paid for the meal period and they returned to their home terminal at the end of each day. Employees reporting for their regular assignment normally bring their lunch to work and carry it with them to their regular assignments. There is nothing in the record to indicate that the Claimants deviated from their customary routine by not bringing their lunch on the March dates. Nor are there any other circumstances presented in the record to warrant the conclusion that the circumstances on the day that they were assigned to the Auburndale derailment made meal expenses "necessary" in the sense that they were "essential" or "indispensable."

Furthermore, Rule 10 is applicable to "emergency road work". The work performed by the Claimants consisted of loading or tying down cars that were involved in a derailment. They worked as Road Truck Carmen who were reassigned outside their home terminal after first reporting to work on their regular assignments. The Claimants did not incur "necessary" meal expenses on the March dates; nor were they involved in emergency road work. Accordingly, the Claimants are not entitled to be reimbursed for the meal expenses incurred on the March dates under Rule 10, Paragraph 4.

The second query to be answered is whether the Claimants are entitled to be reimbursed by the Carrier for meal expenses incurred under Rule 98, Paragraph 7 which states:

"Meals and lodging will be provided by the Carrier while crews are on duty in wrecking services."

To qualify for meal expense the Claimants are required to perform wrecking service. It is the judgment of the Board that the Claimants did not perform wrecking service. They loaded or tied down cars that had been involved in a derailment. The fact that they performed road work at an on-line point does not make such work wrecking service. The work that the Claimants performed was at a line-of-road wreck site during their regular assigned hours after having reported to duty at their home station. Accordingly, the Claimants were not entitled to be reimbursed for meal expenses under Rule 98, Paragraph 2.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of July 1986.