

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago Great Western Railway that:

Signal Maintainer E. E. Spensley be reimbursed for actual necessary expenses incurred, as follows:

January 9, 1962	— \$.67
January 10, 1962	— 1.12
January 11, 1962	— 1.12
January 12, 1962	— 1.02
January 15, 1962	— .92
January 18, 1962	— 1.02
January 26, 1962	— 1.07
January 30, 1962	— .92
February 5, 1962	— .92
February 6, 1962	— 1.02
February 7, 1962	— 1.02
February 8, 1962	— .92

and subsequent actual expenses incurred while away from his regularly assigned home point at Waterloo, Iowa. [Carrier's File: S-8]

EMPLOYEES' STATEMENT OF FACTS: Mr. E. E. Spensley, the Claimant, is the regularly assigned monthly-rated Signal Maintainer with headquarters, home station or home point at Waterloo, Iowa. His assigned territory embraces that section between Oelwein, MP 350.5, and Marshalltown, MP 276.6. His tour of duty begins at 8:00 A.M., his meal period is from 12:00 Noon to 1:00 P.M., and his rest day is Sunday. Mr. Spensley held this position prior and subsequent to January, 1962.

While away from his home point account of the requirements of the service, it is necessary for the claimant to purchase his meals. At the end of each month, the claimant submits itemized expense account on Carrier's

assigned rest day, will be compensated under the provisions of Rule 16.

Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

(c) Employees assigned to service as provided for in this rule will not be required to perform service off their regular assigned territory or outside of their regular assigned working hours except in case of emergencies in connection with signal apparatus.

(d) Where meals and lodging are not furnished by the Railway Company, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

(e) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment."

OPINION OF BOARD: Prior and subsequent to January, 1962, Claimant was the regularly assigned monthly rated Signal Maintainer with home point, home station, or headquarters at Waterloo, Iowa.

His assigned territory extends from Oelwein to Marshalltown, a distance of 73.8 miles. The issue in dispute is whether, under the terms of Rule 61, captioned "Monthly Rated Employees", Claimant is entitled to be reimbursed for the noonday meals he purchased while working away from his Waterloo headquarters or home point.

The governing provisions of Rule 61 are as follows:

"(a) Employees regularly assigned as Signal Inspectors and employees assigned to the maintenance of a territory who do not return to home station daily such as now assigned to positions with headquarters at:

* * * * *

Waterloo, Iowa

will be paid on a monthly basis at rates shown in Rule 60. . . .

* * * * *

(d) Where meals and lodging are not furnished by the Railway Company, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses."

For several years prior to January, 1962, Claimant was reimbursed for meals and lodging expenses incurred on dates when he remained away from his Waterloo home point overnight and for noonday meals he sometimes purchased on dates when he started the workday at Waterloo.

Since January, 1962, Carrier has declined to reimburse Claimant for the noonday meals unless he remained away from Waterloo overnight.

It is Petitioner's position that in each of the agreements negotiated since 1923 there has been no change in the language of present Rule 61(d), and that payment for noon meals purchased by monthly rated men while on duty away from the home point has been the consistent interpretation and application of the rule.

Carrier contends, in effect, that such payments were an oversight, and that the practice that existed prior to January, 1962, was contrary to the provisions of Rule 61.

We have carefully examined the wording used by the parties in Rule 61, and conclude that the rule supports Petitioner's interpretation.

While the rule as written is subject to the interpretation contended by Carrier, close analysis reveals that it is not so limited.

In Rule 61, the terms "home station", "headquarters", and "home point" refer to one location on the monthly rated maintainer's assigned territory, i.e., to Waterloo on Claimant's assigned territory.

Paragraph (c) provides that monthly rated men will not be required to work off their regular assigned territory except in emergencies.

Paragraph (d) makes no reference to the assigned territory, but only to necessary expenses for meals and lodging "while away from home point."

Therefore, whether Claimant is working either on or off his assigned territory, he is entitled to necessary expenses for meals purchased while working away from his home point, and he also is entitled to necessary lodging expense while away from home point.

The Claim will be sustained for the dates specified in January and February, 1962.

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.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1966.

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