

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company that:

(a) The Carrier violated the Scope, Classifications and other provisions of the Signalmen's Agreement, as amended, particularly Rule 62 when it did not allow Mr. E. C. May, Signal Maintainer, Dora, Alabama; and Mr. R. J. Shields, Signal Maintainer, Jasper, Alabama; expenses for noon meals when they were taken away from headquarters to work at Pratt City during the month of April, 1963.

(b) Signal Maintainer E. C. May be allowed \$3.61 for the four noon meals for which he incurred expenses; and Signal Maintainer R. J. Shields be allowed \$1.86 for the two meals for which he incurred expenses. (Carrier's File: D-3873; D-3758)

EMPLOYEES' STATEMENT OF FACTS: Early in April, 1963, fires occurred along Carrier's right of way between Mile Posts 728 and 729, on the Pratt City Signal Maintenance territory causing the pole line on which signal control circuits were located to be burned. As a result, Signal Supervisor K. B. Gardner directed two of the Signal Maintainers under his jurisdiction to assist in making necessary repairs to the damaged signal facilities. Neither of the Maintainers was regularly assigned to work on the territory on which the fires occurred, nor was Pratt City, Alabama, their headquarters.

Signal Maintainer E. C. May, whose headquarters was Dora, Alabama, worked on the repair job on April 8, 9, 10, and 11; Signal Maintainer R. J. Shields, headquartered at Jasper, Alabama, worked there on April 10 and 11. Both Maintainers incurred expenses while away from home point on those dates, and each submitted claim therefor on Form G-18. Mr. May claimed \$3.61 and Mr. Shields \$1.86. Letters declining payment thereof were addressed to the Claimants by Signal Supervisor Gardner (Brotherhood's Exhibit No. 1).

Thereafter, as indicated by the correspondence which we have reproduced and identified as Brotherhood's Exhibit Nos. 2 through 12, attached hereto, this dispute was handled in the usual and proper manner by the Brotherhood 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 and effective date of October 5, 1950, as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On or about April 8, 1963 a right-of-way fire burned down a pole line near Pratt City, Alabama. The claimants in this dispute were instructed by their supervisor to go to Pratt City and assist in restoring the pole line.

Claimant E. C. May is an hourly rated signal maintainer whose home station is at Dora, Alabama. His assigned territory is from Mile Post C-699 to Mile Post C-721.

Claimant R. J. Shields is an hourly rated signal maintainer whose home station is at Jasper, Alabama. His assigned territory extends from Mile Post C-668 to Mile Post C-699.

On April 8, 9, 10 and 11, 1963 Claimant May worked off his assigned territory, at Pratt City, as outlined above. Expenses for meals were claimed as follows:

April 8	Pratt City	Dinner	\$.80
April 9	Pratt City	Lunch	.88
April 10	Pratt City	Lunch	1.05
April 11	Pratt City	Lunch	.88
		Total	<u>\$3.61</u>

On April 10 and 11, 1963, Claimant Shields worked off of his assigned territory, at Pratt City, as outlined above. Expenses for meals were claimed as follows:

April 10	Adamsville	Lunch	\$.88
April 11	Ensley	Lunch	.98
		Total	<u>\$1.86</u>

The claims were denied. See Carrier's Exhibit A and A-1.

(Exhibits not reproduced.)

OPINION OF BOARD: We are here concerned with two Signal Maintainers who were required by Carrier to work off their respective assigned territories. They are here seeking expense allowances for their noon meals on the dates involved. The Organization relies mainly on Rule 62 of the applicable agreement, reading, in its pertinent application, as follows:

"RULE 62.

An employe assigned to the maintenance of a section and employes regularly assigned to perform road work, may be paid on a monthly basis, . . .

* * * * *

Where meals and lodging are not furnished by the carrier or when the service requirements make the purpose of meals and lodging necessary while away from home point, employees will be paid necessary expenses . . . "

Carrier, on the other hand, asserts that the situation here is governed by Rule 21, which reads, in its pertinent application, as follows:

"RULE 21.

Hourly rated employees performing service requiring them to leave and return to home station daily, shall be paid continuous time, exclusive of the meal period, from the time they are required to report for duty until released at home station, straight time for all straight time worked, overtime for all overtime worked, and straight time for all time traveling or waiting. Riding on or operating motor cars is considered work as referred to in these rules."

It being a fact that Claimants are hourly rated signal maintainers who return to their home station daily, they are governed by Rule 21, and not by Rule 62.

Rule 62, which specifically provides for "meals and lodging necessary while away from home point," applies to monthly — not hourly signal maintainers.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of February 1967.