



Award No. 18971
Docket No. MW-19259

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Clement P. Cull, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

CANADIAN PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed and refused to reimburse Messrs. E. M. L'Esperance, J. P. Ricard, R. R. Crawford and P. W. Monfette for meal expenses incurred during March 1970.

(2) Mr. E. M. L'Esperance be allowed \$1.90, J. P. Ricard be allowed \$3.65; R. R. Crawford be allowed \$3.40; P. M. Monfette be allowed \$1.50 because of the violation referred to within Part (1) of this claim.

EMPLOYES' STATEMENT OF FACTS: The claimants are regularly assigned B&B employees headquartered at Newport, Vermont. Each of them was required to perform work at Johnsbury, Vermont on various dates during March 1970 as follows:

E. M. L'Esperance	March 31
J. P. Ricard	March 12 and 13
R. R. Crawford	March 13 and 27
P. W. Monfette	March 27

Employees who are required to work away from their designated headquarters' point are entitled to be reimbursed for actual necessary cost of meals and lodging not to exceed \$7.00 per day. This provision is set forth within Rule 28 — 1(i) which reads:

"When employees are unable to return to their headquarters' point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$7.00 per day."

The claimants returned to their respective homes after the close of the work period on each of the aforementioned dates and, therefore, incurred only meal expenses. Each claimant submitted a properly completed Form 140 (statement of personal expenses) setting forth the amount of meal expenses incurred but the Carrier refused to reimburse them therefor.

OPINION OF BOARD: At issue is the interpretation of Rule 28 (1) (i) of the Memorandum of Agreement dated May 16, 1968, which reads as follows:

"When employes are unable to return to their headquarters point on any day they shall be reimbursed for the actual cost of meals and lodgings away from their headquarters not in excess of \$7.00 per day."

It is undisputed that E. M. L'Esperance, J. P. Ricard, R. R. Crawford, and P. W. Monfette for whom payment, in the amount of \$1.90, \$3.65, \$3.40 and \$1.50 respectively, is sought did not incur any expenses for lodgings. It is also undisputed that the expenditures involved noon day meals on several days in March 1970.

The parties are in agreement that the employes were at their home terminal after completion of their work on the days in question.

The Rule is clear. The words should be given their common, ordinary meaning. It is only where there is vagueness or ambiguity that we have to search elsewhere for the meaning. The Rule clearly provides for the payment of "meals and lodgings" "When employes are unable to return to their headquarters point * * *." It does not say "meals and/or lodgings" or "meals or lodgings." The phrase used is conjunctive rather than disjunctive. Thus the Rule does not provide for payment of one without the other.

The obligation to make payment for "meals and lodgings" arises only "When employes are unable to return to their headquarters point on any day * * *." As the record shows they did return, payment is not required. Claim will be denied.

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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1972.

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