

Award No. 19110
Docket No. MW-19175

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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. S. E. Peck, E. M. L'Esperance, J. P. Ricard, L. J. Morin and R. R. Crawford for meal expenses incurred on February 16, 1970 (System File 21092).

(2) Claimant S. E. Peck now be allowed \$1.85; Claimant E. M. L'Esperance be allowed \$1.95; Claimant J. P. Ricard be allowed \$1.90; Claimant L. J. Morin be allowed \$1.95 and Claimant R. R. Crawford be allowed \$1.75 because of the violation referred to within Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: The claimants are regularly assigned B&B employees headquartered at Newport, Vermont.

On February 2, 3, 4, 5, 9, 10, 11, 12, 13 and 16, 1970, they were assigned to perform certain B&B work at St. Johnsbury, Vermont. Employees who are required to work away from their designated headquarters point are entitled to be reimbursed for the actual reasonable cost of meals and lodging, not to exceed \$7.00 per day. This provision is set forth within Rule 29(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 submitted a properly completed Form 140 (statement of personal expenses) setting forth the amount of expenses incurred for meals and the amount of expenses incurred for lodging each day. On Thursday, February 5, Friday, February 13 and on Monday, February 16, 1970, the claimants returned to their respective homes after the close of their regular work period and, therefore, incurred only meal expenses on those days. The Carrier reimbursed the claimants for all expenses except for those incurred for the noonday meal on Monday, February 16, 1970. Its excuse for refusing to do so was set forth within a letter reading:

	One (1) meal	Auto- mobile mileage	
E. M. L'Esperance	1.95	4.23	47 miles, St. Johnsbury to Newport
J. P. Ricard	1.90	4.23	47 miles, St. Johnsbury to Newport
J. L. Morin	1.95	4.23	47 miles, St. Johnsbury to Newport
R. R. Crawford	1.75	4.23	47 miles, St. Johnsbury to Newport

Upon receipt of these employes' expense accounts, the Carrier accepted payment of all mileage expenses and declined payment of meals expenses.

In his letter of May 5, 1970, the General Chairman of the Brotherhood of Maintenance of Way Employes claimed that the meal expenses be paid to each employe for that day of February 16, 1970. The claim was declined by the Carrier as per letter of May 13, 1970 from the Regional Manager, Operation and Maintenance.

The parties involved in the instant dispute are governed by the Collective Agreement dated September 1, 1949, as amended. One of the amendments to this Collective Agreement is the Memorandum of Agreement dated May 16, 1968, which is a result of the provisions contained in Section V of Award of the Board of Arbitration No. 298 concerning "Travel Time and Expenses for Employes Required to Work Away From Their Home Station." This Memorandum of Agreement dated May 16, 1968, contains the provisions over which the instant dispute has arisen, and it is therefore enclosed with this submission as Appendix "A."

(Exhibits not reproduced.)

OPINION OF BOARD: This claim arose when Carrier refused to allow meal expense for the claimants. The applicable rule is 28 (1)(i) which reads as follows:

"(i) When employes 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."

There is no question but that the claimants returned to their headquarters point on the day in question. In fact, a claim for mileage from St. Johnsbury to the headquarters at Newport was submitted by claimants for the days in question.

The rule is clear. The employes are to be allowed the meal expense "when they are unable to return to their headquarters point on any day * * *" Since the claimants returned to Newport on the day in question it is obvious that they were not entitled to the meal expense under 28(i). See Award 18971 (Cull) between the same parties interpreting the rule.

"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 Employee involved in this dispute are respectively Carrier and Employee 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 24th day of March 1972.