

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21965
Docket Number SG-21910

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Pacific Transportation Company
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company:

Claim No. 1

Carrier file: SIG 108-62

(a) The Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement between the Company and its Employees in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973, and particularly Rule 26, by refusing to apply Rule 26.

(b) Mr. Frost be reimbursed for the cost of meals incurred while working outside his assigned territory. The first occurrence [sic] on April 26, the amount of \$4.30 for a meal purchased while working on the Sparks District. The second on May 3, the amount of \$4.60 for a meal purchased while working on the Hazen District.

Claim No. 2

Carrier file: SIG 108-66

(a) The Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement between the Company and its Employees in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973 and particularly Rules 26 and 31.

(b) Mr. D. G. Frost be reimbursed for cost of meals purchased while working outside his assigned territory the amounts of \$2.85 for December 23, 1975 and \$5.80 for January 5, 1976, as claimed on Personal Expense Account Form C. S. 148 submitted January 20, 1976, denied by note dated 1-23-76 signed R.J.F., and subsequently claimed by Local Chairman's claim letter dated January 28, 1976 which was denied by Division Engineer's letter dated February 24, 1976.

Claim No. 3

Carrier file: SIG 108-65

(a) The Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement between the Company and its Employees in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973, and particularly Rules 26 and 31.

(b) Mr. H. G. Owen be reimbursed the amount of \$6.50 for cost of meal purchased while working outside of his assigned territory on January 3, 1976, as claimed on Personal Expense Account Form C.S. 148, submitted January 20, 1976, denied by note signed R. J. F. dated 1-23-75, subsequently claimed by Local Chairman's claim letter dated January 28, 1976.

OPINION OF BOARD: Rule 26 provides that when Signal Maintainers are used outside of their assigned territory, they will be reimbursed for "...actual necessary expenses for meals..."

One Claimant has submitted claims for meal costs incurred on four (4) separate dates and one Claimant seeks reimbursement for one (1) occurrence.

There appears to be no question that the Claimants were working "off their assigned territory" on the claim dates, nor is there any suggestion that the employees didn't incur the "actual" expenses. Thus, the issue before us is confined to whether or not the expenses were "necessary."

Carrier states that it is permissible to look to other portions of the Agreement in order to evaluate the necessity for the meals in question, and asserts that there is no Agreement provision which would establish necessity for a meal period on a minimum call or after 4½ hours on duty. Further, Carrier argues that past practice supports its denials.

Carrier refers to Rules 20, 21 and 22:

"RULE 20. MEAL PERIOD. When a meal period is allowed it shall be established at a definite time, which shall be between the end of the fourth hour and the end of the sixth hours after starting work. If the established meal period is not afforded it shall be paid for at the overtime rate, and twenty (20) minutes with pay in which to eat, shall be afforded at the first opportunity. This does not apply to employees assigned to eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch."

"RULE 21. LENGTH OF MEAL PERIOD. Unless acceptable to a **majority** of the **employees** directly interested, the **meal** period shall not be less than thirty (30) **minutes** nor more than one (1) hour. Duration of the meal period within these **limits** may be changed by **agreement** between local officers of the **Company** and the local **committee** representing the **employees**."

"RULE 22. SECOND AND SUBSEQUENT MEAL PERIODS. **Employees** shall not be required to work **more** than ten (10) hours without being **permitted** to have a second **meal** period of thirty (30) minutes, and subsequent **meal** period of thirty (30) minutes shall be allowed **approximately** each five (5) hours thereafter. **Time** taken for **meals** shall not **terminate** the continuous service period. **In** the event the second or subsequent **meal** periods cannot be afforded, **compensation** will be allowed for an equivalent **amount** of **time**, and twenty (20) minutes with pay in which to eat **shall** be afforded at the first opportunity. An **employee** not returned to his headquarters point within two hours after his regular quitting time, will be **reimbursed** by the Company for the cost of the second **meal**."

We agree that other portions of an **agreement** may be considered in an effort to interpret a provision which speaks in **terms** of "necessary" without any specific **rules** as to **times** when **meals** are **permitted**. But, reference to other rules does not, in our view, justify a total denial of **all claims**.

Concerning **Claim 1**; working for 2 hours and 30 minutes on a Saturday day off (April 26, 1975) between 3:00 p.m. and 5:30 p.m. does not suggest to us the necessity of obtaining a meal; whereas working the hours from 5:00 p.m. to 9:15 p.m. on a day off (May 3, 1975) suggests that it is "necessary" to obtain a **meal** during that span of time. x-1

Similarly, concerning **Claim 2**, we question the propriety of the **claim** for **December 23, 1975** (4:00 a.m. to 6:30 a.m.), but when we consider **January 5, 1976** (4:00 p.m. to 8:30 p.m.), we feel that the **Claimant** is entitled to **reimbursement**. x-2

Regarding **Claim 3**, working 4 hours on a day off - from 4:00 p.m. to 8:00 p.m. warrants **reimbursement**. x-3

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.

A - W - A - R - D

1. That portion of Claim 1 which deals with May 3, 1975 is sustained.
2. That portion of **Claim 2** which deals with January 5, 1976 is sustained.
3. Claim 3 is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1978.

