

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22300
Docket Number SG-22106

Robert A. Franden, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Burlington Northern Inc.

STATEMENT OF CLAIM: "Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern:

Claim No. 1:

On behalf of the following members of Mobile Crew #333 for reimbursement of noon seals on February 18, 19, 20, 23, 24, 25, 26, and 27, 1976, total amounts as shown, due to violation of Rule 13E:

S. D. Sbaffstall	- \$22.55
R. K. Culley	22.55
R. E. Simpson	23.25
G. L. Wolf	22.90

General Chairman file: S-76-40. Carrier file: SI-24 5/10/76 B

Claim No. 2:

On behalf of Signal Construction Crew Foreman E. D. Wright, Mobile Crew 8333, for reimbursement of \$23.50 for noon meals for February 18, 19, 20, 23, 24, 25, 26 and 27, 1976, due to violation of Rule 14."

General Chairman file: S-76-38. Carrier file: SI-24 5/10/76 A

OPINION OF BOARD: There are two claims involved in the instant matter, claim number 1 for certain hourly rated employees and claim number 2 for a signal construction crew foreman who is compensated on a monthly basis. Both claims are based on the same factual situation.

The claimants are assigned to mobile crew no. 333 which has its fixed headquarters at Pasco, Washington. On the claim dates crew 333 was working out of Ritzville, Washington at a point in excess of twenty miles from Pasco. Pursuant to company policy the claimants were instructed not to return to their mobile unit for the noon day meals, but to eat at the point of work. The claimants did so and filed

claims for their actual cost of purchasing meals under Rule 13 for the hourly rate of **employees** (claim number 1) and Rule 14 for the monthly rated foreman (claim number 2).

The carrier refused to reimburse claimants on the basis that the only compensation due them for meals is the per diem provided for in Rule 46 D.

**"RULE 46 -- SIGNAL CONSTRUCTION CREWS ASSIGNED TO
MOBILE UNITS**

D. A per diem allowance for meals, bedding and laundry expense of \$5.75 for each day the employee works and he is away from the fixed headquarters point overnight will be paid."

The **organization** takes the position that the per diem is to provide sufficient funds to purchase groceries for the mobile **unit** and that additional compensation was required when claimants were not permitted to **return** to the **mobile unit** to make use of its facilities. The organization alleges that prior claims for reimbursement for meals purchased under circumstances such as those herein were honored by the carrier.

Rule 46 is a special rule applicable to construction crews assigned to mobile units. **Rules 13 and 14** are general rules. Rule 46 must be applied unless it can be **shown** that it was not intended to cover the instant factual situation.

Rule 46 D. refers to **"meals"**. The organization has argued that we are to interpret that as **meaning** "groceries". Absent some proof that the wording of the agreement should be interpreted other than what its plain meaning we must not tamper with the document. Under the agreement when the crew is away from its fixed headquarters **point (Pasco)** overnight, it is compensated for its meals under **Rule 46**. We have not been provided with anything to support the organization's allegation that the carrier has honored claims such as these herein in the past. We will deny the claim.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A.W. Paulos*
Executive Secretary

Dated at Chicago, Illinois, this **22nd** day of **February 1979**.