NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22423
THIRD DIVISION Docket Number MU-22411

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Louisville and Nashville Railroad 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 Welder E. G. Saxton for noon day meal expenses incurred while he was required to be away from his headquarters point on October 1, 4, 5, 6, 7, 11, 12, 13, 14 and 15, 1976 /System File l-9 (51)/E-381-9 E-381/.

(2) Welder E. G. Saxton now be allowed $15.00 ($1.50 for each day) because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: Claimant argues that when he was temporarily assigned to perform melding work at Woodburn, Kentucky, he incurred reimbursable noonday meal expenses on each day of such assignment.

He contends that Appendix 21, paragraph 4 of the October 21, 1973 agreement which reads as follows applies to this particular fact situation:

> Paragraph 4 - "Actual expenses will be allowed the occupants of the combination positions for all time they are required to be away from their headquarters point."

Carrier, contrawise, contends that since claimant's work day on the claimed dates began and ended at his headquarters point at Bowling Green, Kentucky, he was not entitled to noonday expenses.

Our careful review of the record, including a detailed analysis of the events and understandings leading up to the adoption of paragraph 4, indicates that this provision covers incurred

expenses only when the assigned employe remains away from his headquarters point at the end of the work day. It was not envisioned to reimburse employes for noonday meal expenses when they began work at their headquarters situs and then returned to this location at the end of the day. In this instance, claimant both commenced and concluded his work assig[redacted]at his headquarters point. It was not an assignment intended to be covered by paragraph 4. As such, we must 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 Employes involved in this dispute are respectively Carrier and Employes 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 15th day of June 1979.