

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22809  
Docket Number SG-22504

Kay McMurray, Referee

(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(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:

(a) That the Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement effective October 1, 1973, between the Company and the **employees** of the Signal Department represented by the Brotherhood of Railroad Signalmen and particularly **Rule** 25.

(b) That the claimants each be allowed and reimbursed for the costs of noon meals incurred **on** the first day of the work week wherein each claimant was assigned to work away from his **home** station and held out overnight.

Claimant	Date	Location	Amount
D. W. White	3-14-77	<b>Mapleton</b>	3.40
	3-21-77	<b>Mapleton</b>	3.55
	4-4-77	Toledo	3.20
	4-11-77	Toledo	3.45
	4-18-77	Toledo	3.65
	4-25-77	Toledo	3.25
E. M. Anderson	3-14-77	<b>Mapleton</b>	3.20
	3-21-77	<b>Mapleton</b>	3.60
	4-4-77	Toledo	3.50
	4-11-77	Toledo	3.25
	<b>4-18-77</b>	Toledo	3.40
	4-25-77	Toledo	3.40
C. A. McGraw	3-14-77	<b>Mapleton</b>	3.70
J. C. Haugen	3-14-77	<b>Mapleton</b>	3 . 4 5
	4-4-77	Toledo	3.30
	<b>4-11-77</b>	Toledo	3.60
	4-18-77	Toledo	3.40
	4-25-77	Toledo	3.55

"J. P. Walton	3-21-77	Mapleton	3.60
	4-4-77	Toledo	3.25
	4-11-77	Toledo	3.40
	<b>4-18-77</b>	Toledo	3.55
	4-25-77	Toledo	3.35
R. A. Paschelke	3-14-77	Mapleton	3.20
	3-21-77	Mapleton	3.65
	4-4-77	Toledo	3.45
	4-18-77	Toledo	3.40
	4-25-77	Toledo	3.35
P. C. Shields	3-14-77	Mapleton	3.50
	3-21-77	Mapleton	3.25
	4-4-77	Toledo	3.60
	4-11-77	Toledo	3.50
	<b>4-18-77</b>	Toledo	3.30
	4-25-77	Toledo	3.20"

(Carrier file: SIG 108-71)

OPINION OF BOARD: Claimants request reimbursement for the cost of noon **meal** expenses incurred by them on the first day of the work week they are sent out and remain away overnight from their **home** station.

In pressing the claim, the Organization relies upon **Rule 25** which reads in pertinent part:

**Rule 25 Held Out Overnight**

"If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed until **employee** is released at his **home** station."

The record reveals that there were some **differences among** the carrier's divisions in application of the Rule. One of the carrier's **Division** Supervisors issued revised instruction to the effect that cost of first meal after **leaving home** station would not be reimbursed. In so doing, he and the carrier relied upon the **view** that there was no recognizable difference between the first (noon) meal away from **home** station in connection with an overnight trip and a (noon) meal on a day in which the gang returns to headquarters. The last day payment is not a **matter** before this Board.

As a matter of interest, it is noted that he returns home on the last day and is not held out overnight on that day,

The **Rule** is very simple and straightforward. It provides a qualifying heading that it applies to those who are held out overnight. Once the **employee** qualifies under that heading, he is entitled to the benefits thereunder. The argument of the carrier that the noon meal need not be paid because the **employee** has not yet been held out overnight might be applicable if payment were made **immediately** after the meal because the possibility might exist that he wouldn't be kept overnight. However, expenses are paid **some** time after the fact and when the **held-out-overnight** qualification is met the entitlement is reasonably clear. There is no qualifying language which would exclude the first meal as desired by the carrier.

For the foregoing reasons and based upon the entire record this Board **must** uphold the position of the Petitioners.

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

Claim sustained.

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NATIONAL RAILROAD **ADJUSTMENT BOARD**  
By Order of Third **Division**

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1980.