

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34000
Docket No. SG-34650
00-3-98-3-309**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railway Signalmen
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of J.M. Delozier for payment of a total of \$136.72 to reimburse him for expenses incurred from November of 1996 through March of 1997, account Carrier violated the current Signalmen's Agreement, particularly Rules 4-E-2 and 4-F-2, when it refused to reimburse the Claimant for his actual necessary expenses during this period. Carrier's File No. SG-949, SG-950, SG-956, SG-972. General Chairman's File No. RM2947-105-0397, RM2991-105-0597, RM3001-105-0697 RM2943-105-0397, BRS File Case No. 10556-CR."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On ten specific dates between November 4, 1996 and March 10, 1997, the Claimant was called for emergency work either after finishing his regular assignment at 3:30 P.M. or by being retained for such work contiguous with his regular assignment. In each instance, the Claimant worked sufficient hours to meet the requirements for allowances under Rule 4-E-2 (c) or (d). (On one additional claim date, December 5, 1996, the Claimant did not work such sufficient hours.)

Rule 4-E-2(e) reads as follows:

“(e) The meal periods provided for in paragraphs (c) and (d) of this rule shall be not less than thirty (30) minutes, shall be paid for by the company, and shall not terminate the continuous work period; the employee shall be reimbursed for such meals, if the meals are not furnished by the Company. One (1) additional hours’ pay at the time and one-half rate will be allowed for each meal period not provided.”

In each of the ten instances, the Claimant was not provided time for a meal period during his emergency overtime hours, but he was compensated one additional hour’s pay at the time and one-half rate, as provided in the second sentence of Rule 4-E-2(e).

The Organization contends that the Claimant nevertheless purchased meals, presumably upon completion of his overtime assignment, and that he should be compensated therefor under the first sentence of Rule 4-E-2(e).

The Board concludes that the Carrier properly determined that such is not the correct interpretation of the Rule. With convincing logic, the Carrier argues that, if a meal period is granted, then the Carrier must furnish the meal or reimburse the employee for his purchase of a meal. Where, as here, no meal period is allowed (and such is permitted under appropriate circumstances), it follows that the one hour’s premium pay is in lieu of the arrangements covering a meal period and supplying of or reimbursing for the expense of such meal.

The Carrier cites two letters, dated November 5, 1993 and April 15, 1997, signed by the Senior Director, Labor Relations and the General Chairman, interpreting Rule 4-E-2(e). These letters do not directly spell out meal reimbursement or one hour’s premium pay; they do, however, clearly imply such to be the case.

In sum, the Claimant was properly paid under Rule 4-E-2 and has no entitlement to reimbursement for meals.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

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

Dated at Chicago, Illinois, this 19th day of April, 2000.