

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
FORT WORTH AND DENVER RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Fort Worth and Denver Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 16, when it did not allow Signal Foreman B. N. Davis necessary meal expenses incurred on April 1 and 2, 1958, while away from his home point.

(b) The Carrier now reimburse Signal Foreman B. N. Davis for meal expenses incurred as follows:

April 1, 1958	Dinner, \$1.25
April 2, 1958	Dinner, \$1.15
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Total	\$2.40

[Carrier's File: SG-5]

EMPLOYEES' STATEMENT OF FACTS: The claimant, Mr. B. N. Davis, was assigned as Signal Foreman of this Carrier's Signal Gang No. 1, with common headquarters and home point at the camp cars assigned to Signal Gang No. 1. The Signal Foreman's position with headquarters at the outfit cars was assigned to work eight hours per working day and was compensated on the monthly basis. Signal Foreman Davis was therefore a monthly-rated employe under the meaning and intent of the Signalmen's Agreement while working the above position.

At the time of this dispute, Signal Gang No. 1 was working in the vicinity of Fort Worth, Texas, and the Carrier located the outfit cars of Signal Gang No. 1 in Fort Worth, Texas.

At the end of April, 1958, Claimant Davis submitted his expenses for the month of April in the usual and customary manner, and under date of May 6, 1958, Mr. A. E. Parnell, Superintendent of Communications and Signals, wrote Claimant Davis as follows:

Carrier affirmatively states that all data herein and herewith submitted have previously been submitted to the Employees.

OPINION OF BOARD: Rule 16 of the Agreement provides as follows:

“ * * * * *

“Where meals and lodgings are not furnished by the Railway Company, or when the service requirements make the provision of meals and lodgings necessary while away from home point, employes will be reimbursed for necessary expenses.”

The record fails to disclose that the service requirements made it necessary for Claimant not to return to his camp cars at the time for which he is claiming reimbursement for necessary expenses; consequently, Claimant having failed to sustain his claim by the burden of proof, his claim must be disallowed.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1963.