NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19701
Docket Number SG-19426

Frederick R. Blackwell, Referee

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

(a) The Southern Pacific Transportation Company violated the Agreement between the Company and the Employes of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (Reprinted April 1, 1958 including revisions) and particularly Rule 25, which resulted in violation of Rule 70, when it refused to reimburse Mr. Blanchette and Mr. Farley for cost of meal purchased at Selma, California, on February 3, 1970, while working emergency overtime at a point away from their assigned headquarters.

(b) Mr. Blanchette be reimbursed for the amount of $3.00 as he submitted on Form C.S. 148 February 25, 1970, and denied by Supervisor Penix on March 2, 1970. Mr. Farley be reimbursed for the amount of $2.85 as submitted on Form C.S. 148 on February 25, 1970, and denied by Supervisor Penix on March 2, 1970. (Carrier's File: SIG 108-42)

OPINION OF BOARD: On the claim date the claimants worked at a grade crossing to make a changeover from flashing-light protection signals to new crossing protection gates. The work site was about 30 miles from claimants' headquarters at Tulare, California. In the course of the work a cable was accidentally cut, causing a delay in the work; in turn, this resulted in the claimants' working overtime from 4 pm until 9:30 pm. and incurring evening meal expense.

Petitioner contends that the delay in placing the new crossing gates into service constituted an emergency under Rule 25 in that: "The fact that the Signal Circuits and the Crossing Protection were not fully checked and could not be left until completely checked to insure safe movement over the Crossing (this situation is covered explicitly in the M of W. rule book) and did in fact constitute an emergency." Carrier's position is that the overtime occurred during claimants'normal duties and that no emergency existed.

Rule 25 in pertinent part, reads as follows:

"RULE 25. MEALS AND LODGING FURNISHED. In emergency cases, such as derailments, washouts, snow blockades, fires and slides, employes taken away from their headquarters to perform work elsewhere shall be furnished meals and lodging by the Company where possible. If the Company cannot or fails to furnish such meals and lodging, the employes shall be reimbursed for the actual and necessary expense thereof."

The above text was before this Board in Award 3305 (Simmons), wherein we denied a claim by Signalmen for meal expense incurred while working overtime due to an alleged emergency. The claimants in that Award, in connection with a rail-replacement project, worked overtime on three separate days to connect signal apparatus to new rail in order to restore the signal system to complete service. We held that this work did not fall in the classification of emergencies "such as derailments, washouts, snow blockades, fires and slides". The criteria for this ruling had been laid out as follows in earlier Award 3301:

> "Ordinarily subsistence is a matter for the employe to provide. Effect must be given to all the language of the rule if possible. The Carrier, in Rule 22, does not contract to furnish meals under all circumstances, where the employe is away from his home station. We need not here decide whether the 'where possible' is a limitation applicable to 'lodgings' or 'meals and lodgings'. Neither does the Carrier contract to pay for 'meals and lodgings, where possible' in all cases falling within the broad classification of 'emergency cases'. That obligation is limited to emergency cases 'such as derailments, washouts, snow blockades, fires and slides'. The last quoted language is not all inclusive as to what will be considered emergency cases under the rule but it is descriptive of what was intended to be included in the phrase 'in emergency cases'. The Carrier's obligation under the rule does not go beyond emergency cases that reasonably are comparable with derailments, washouts, snow blockades, fires and slides. It is limited to emergencies of that class."

See also Awards 3306 and 3307 (Simmons), companion cases to the dispute considered in Award 3305.

In view of the above cited Awards, and on the record as a whole, we do not believe the facts of record constituted an emergency within the meaning of Rule 25. The claimants were assigned to a project involving a changeover from one crossing-protection system to another. The cut-cable may have caused or contributed to a delay in the work which necessitated overtime; however, the cable was cut after the claimants had started work on a planned project and it was but another problem to be overcome in the contemplation of the project. Accordingly, we shall 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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 13th day of April 1973.