

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20928
Docket Number SG-20810

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of C. M. Caskey, Gang 1373, for reimbursement of \$2.38, the amount due for lunch on a rest day, March 24, 1973, under paragraph 5 of the Agreement of August 11, 1972.

OPINION OF BOARD: Claimant, and his Foreman, were called by Carrier at 10:30 A.M. on one of Claimant's rest days to perform signal work. They worked through the normal lunch hour, and returned to headquarters at approximately 3:00 P.M.

Claimant asserts that he ate lunch after the normal lunch hour; but before returning to headquarters, and that he expended \$2.38. A refusal to pay the expense item prompted this claim under the following Rule:

5. Employees will be reimbursed for actual necessary expenses incurred for meals and/or lodging when held away from headquarters, except employees will not be reimbursed for such expenses when leaving and returning the same day unless required to leave headquarters two (2) hours in advance of assigned working hours or are held away from headquarters two (2) hours after assigned working hours.

The Employees concede that Claimant left and returned to headquarters on the same day, so that expense reimbursement may only be required if he left two (2) hours in advance of assigned working hours or was held away from headquarters two (2) hours after assigned working hours. In this regard, Claimant urges that there are no assigned working hours on a rest day, and thus, Claimant was called out 45½ hours in advance of his assigned working hours on his next regularly scheduled work day.

Carrier states that the Rule was never intended to apply in the manner suggested by the Employees, nor does the plain language indicate such a result. Further, it urges that the record establishes that Claimant did not, in fact, eat lunch on the day in question.

Although the Organization makes various appeals as to why its position is the more appropriate of the two contrasting views, we do not feel that it has demonstrated that the language of the Rule supports the claim. In order to establish its contention, the Employees must establish that there are no assigned working hours on a rest day, and under this record, must rely upon the elapsed hours until commencement of work on the following Monday. Yet, the Rule talks in terms of the same day, and then refers to the two (2) hour provisos. But, those two (2) hour periods would seem also to refer to activities during a day - not 45½ hours prior to a normal starting time. Moreover, Claimant seems to suggest that meal expenses must be provided whenever an employee works more than two (2) hours on any rest day. While that assertion would appear to be a logical conclusion to the Claimant's argument, we find no basis for such an interpretation of the language of the Rule. Moreover, if one were to adopt the "two (2) hour argument", logic dictates that such a period of time is overly stringent, and that work for any period of time on a rest day would suffice to activate expense reimbursement. We are unable to conclude that the facts of this record support 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 Employee involved in this dispute are respectively Carrier and Employee 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. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 16th day of January 1976.