NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21420
THIRD DIVISION Docket Number SG-21268

Walter C. Wallace, 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:

(a) The Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and its Employes in the Signal Department, represented by the Brotherhood of Railroad Signalmen, Effective October 1, 1973, particularly Rule 22.

(b) Mr. Wells be allowed expenses for cost of second meals account not returned to his headquarters point within two hours after his regular quitting time, as claimed on Personal Expense Account Form C. S. 148 submitted March 25, 1974, and denied by Signal Supervisor H. M. Sylva April 15, 1974. Expenses are for the following dates and amounts: February 25, $3.25, 26, $3.15, 27, $3.20, 28, $3.25, March 1, $3.25, 4, $3.10, 5th, $3.15, 6th $3.10, 7th, $3.25, 13th, $3.25, and March 15, $3.10, a total of 11 days and total amount of $33.05. /Carrier's file: SIG 108-61/

OPINION OF BOARD: This claim arises under Rule 22 of the applicable agreement with respect to reimbursement for the cost of the second meal. That rule provides in pertinent part:

> "An employe not returned to his headquarters point within two hours after his regular quitting time will be reimbursed by the company for the cost of the second meal."

Here the claimant's regular quitting time was 4:00 p.m. and on the date in question he was returned to his headquarters at 6:20 p.m., more than two hours after his regular quitting time. The issue arises because claimant did not actually expend money for a second meal and claims he is entitled to reimbursement under this rule. The carrier asserts reimbursement cannot be paid when the meal was not purchased. There is no question here concerning time allowed for such meal permitted under this same rule.

The claim was progressed on the property up to and including a conference between the General Chairman and the highest officer of the carrier designated to handle such disputes.

The Employes' brief before the Board emphasizes that this rule embodies a newly amended rule which includes a "new work related benefit." While on the property the Employes' letter of August 20, 1974 by the General

Chairman made mention of the fact this last paragraph of Rule 22 was added to the agreement the year before. Other than quote the same sentence quoted above, no argument was advanced which would shed light on the problem of interpretation while the matter was under consideration on the property. It is well established that this Board cannot, as a matter of jurisdiction, consider arguments raised here for the first time. As a result, the Employe's attempt to persuade this Board that this rule should be considered a new employe benefit is improper and involves matters outside the limits of our consideration.

This record does not provide evidence that would be helpful in interpreting this rule. In addition, there is no suggestion that any past practice exists that would authorize payment under these circumstances.

We are restricted to the plain meaning of this rule and we conclude it does not contemplate payment as reimbursement where the employe did not purchase a meal. In Award 17536 (Dugan) this Division held in a related matter:

> "Claimant is entitled to reimbursement for only the actual cost of his meals and lodging and not for some arbitrary figure to which he thinks he is entitled."

In an analogous situation, Award 13990 (Dolnick) this Division held that signalmen should not be paid for travel in a camp car where the claimants did not actually travel in that mode but merely had a right to travel in it.

We believe these awards coupled with claimant's failure to sustain his burden of proof on this record dictates that this claim be denied.

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: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1977.