

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22261
Docket Number SG-22232

Louis Yagoda, 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 Signalmen T. F. Tompkins, J. W. Dawson and
L. G. Dare, Signal Gang No. 1247, Poplar Bluff, Missouri, for a meal
allowance of \$2.05 each on February 21, 1976; and on behalf of Signal-
man J. L. Hale, Signal Gang No. 1243, Bismarck, Missouri, for meal
allowance of \$2.00 on February 29, 1976, under the provisions of
paragraph (5) of the August 11, 1972 Agreement, and Rule 600(e) of
the Agreement."

/Carrier file: K 225-708/

OPINION OF BOARD: Claimants Tompkins, Dawson and Dare were called
to perform signal repair work on their rest day,
Saturday, February 21, 1976, at a point approximately five (5) miles
from their headquarters point. They worked three (3) hours, from
5 a.m. to 8 a.m. Claimant Hale was called to perform the same type
of work on his rest day, Sunday, February 29, 1976, and worked for
six (6) hours and 42 minutes, from 2 a.m. to 8:42 a.m.

Claimants fail to supply Rule support for their claims for
meal allowance for each of these instances.

Paragraph 5 of the Agreement, dated August 11, 1972, invoked
by Employees, explicitly provides that employees will not be reimbursed
for meal expense when leaving and returning the same day. This was
the situation here.

As for the exceptions in Rule 5 that the same day rule shall
not apply unless the employees are required to leave headquarters two
hours after assigned working hours, they have no application here.
This is (as explicated in Award 20928) because the Rule specifies that
the two hours referred to on either end are those on the same day;

they cannot be pre-linked to the Monday that is yet to come (in one case here some 48 hours later; in the other, about 24 hours later).

Employees appear to presume a rule providing for meal payments for the act of working on rest days per se. No such rule has been shown to be present here.

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;

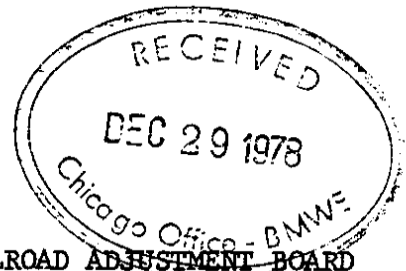
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

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 14th day of December 1978.