

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22809

Docket Number SG-22504

Kay McMurray, 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) That the Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement effective October 1, 1973, between the Company and the employees of the Signal Department represented by the Brotherhood of Railroad Signalmen and particularly Rule 25.

(b) That the claimants each be allowed and reimbursed for the costs of noon meals incurred on the first day of the work week wherein each claimant was assigned to work away from his home station and held out overnight.

Claimant	Date	Location	Amount
D. W. White	3-14-77	Mapleton	3.40
	3-21-77	Mapleton	3.55
	4-4-77	Toledo	3.20
	4-11-77	Toledo	3.45
	4-18-77	Toledo	3.65
	4-25-77	Toledo	3.25
E. M. Anderson	3-14-77	Mapleton	3.20
	3-21-77	Mapleton	3.60
	4-4-77	Toledo	3.50
	4-11-77	Toledo	3.25
	4-18-77	Toledo	3.40
	4-25-77	Toledo	3.40
C. A. McGraw	3-14-77	Mapleton	3.70
J. C. Haugen	3-14-77	Mapleton	3.45
	4-4-77	Toledo	3.30
	4-11-77	Toledo	3.60
	4-18-77	Toledo	3.40
	4-25-77	Toledo	3.55

"J. P. Walton	3-21-77	Mapleton	3.60
	4-4-77	Toledo	3.25
	4-11-77	Toledo	3.40
	4-18-77	Toledo	3.55
	4-25-77	Toledo	3.35
R. A. Paschelke	3-14-77	Mapleton	3.20
	3-21-77	Mapleton	3.65
	4-4-77	Toledo	3.45
	4-18-77	Toledo	3.40
	4-25-77	Toledo	3.35
P. C. Shields	3-14-77	Mapleton	3.50
	3-21-77	Mapleton	3.25
	4-4-77	Toledo	3.60
	4-11-77	Toledo	3.50
	4-18-77	Toledo	3.30
	4-25-77	Toledo	3.20"

(Carrier file: SIG 108-71)

OPINION OF BOARD: Claimants request reimbursement for the cost of noon meal expenses incurred by them on the first day of the work week they are sent out and remain away overnight from their home station.

In pressing the claim, the Organization relies upon Rule 25 which reads in pertinent part:

Rule 25 Held Out Overnight

"If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed until employee is released at his home station."

The record reveals that there were some differences among the carrier's divisions in application of the Rule. One of the carrier's Division Supervisors issued revised instruction to the effect that cost of first meal after leaving home station would not be reimbursed. In so doing, he and the carrier relied upon the view that there was no recognizable difference between the first (noon) meal away from home station in connection with an overnight trip and a (noon) meal on a day in which the gang returns to headquarters. The last day payment is not a matter before this Board.

As a matter of interest, it is noted that he returns home on the last day and is not held out overnight on that day.

The Rule is very simple and straightforward. It provides a qualifying heading that it applies to those who are held out overnight. Once the employe qualifies under that heading, he is entitled to the benefits thereunder. The argument of the carrier that the noon meal need not be paid because the employe has not yet been held out overnight might be applicable if payment were made immediately after the meal because the possibility might exist that he wouldn't be kept overnight. However, expenses are paid some time after the fact and when the held-out-overnight qualification is met the entitlement is reasonably clear. There is no qualifying language which would exclude the first meal as desired by the carrier.

For the foregoing reasons and based upon the entire record this Board must uphold the position of the Petitioners.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1980.