

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24775
Docket Number SG-24717

Edward L. Suntrup, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chesapeake and Ohio Railway Company
((Pere Marquette District)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pere Marquette District of the Chesapeake & Ohio Railway Company:

(a) Carrier violated the parties' Signal Agreement, as amended, particularly Rule 209, when on February 5, 1981 S&C Supervisor J. W. Lindstrom refused Claimant's X-28 Expense Report claims of January 15, 1981 asserting "Meal expense is not allowed when working at headquarters".

(b) Carrier should now be required to compensate Claimant J. F. Turnwald, C&O ID No. 2478557, \$7.10 and P. H. Franzel, C&O ID No. 2613649, \$6.75 both amounts reimbursable as a result of Carrier requiring Claimants to work overtime on Thursday evening, January 15, 1981. [General Chairman file: 81-4-PM. Carrier file: SG-622]

OPINION OF BOARD: This is a claim initiated by the Organization by letter dated February 10, 1981, for meal reimbursement by reference to current Agreement Rule 209 when the two (2) Claimants, J. F. Turnwald and P.H. Franzel, worked overtime on January 15, 1981 on a switch machine at Washington Street Interlocker, Saginaw, Michigan. Claimants are members of the Maintenance Force Headquarters located in this city.

Rule 209 reads as follows:

"Hourly rated employees performing service requiring them to leave and return to home station on the same day will be paid continuous time, exclusive of meal periods except as provided by Rule 201 (e), from time reporting for duty until released at home station. Except as provided by Rule 906, time spent in traveling or waiting shall be paid for at straight time rates. This rule will also apply to an employee who has not been released from service to rest at a point away from home station and whose return trip runs beyond midnight or into the next calendar day. These employees will be allowed actual expenses except for the cost of noon-day meal."

Since this rule deals with employees who work away from their home station, the instant case centers on whether this condition was met or not by the Claimants when they worked overtime on the date in question.

A review of the record shows that the work done by the Claimants took place only some 400 to 500 feet from the home station where they were headquartered. It is the judgment of the Board that it is unreasonable to interpret such a circumstance as implying that the Claimants were working away from their home station. Further, Rule 209 also contemplates "actual expenses except for the cost of a noon-day meal" for employees who have "not been released from service to rest at a point away from home station and when return trip runs beyond midnight or into the next calendar day". Thus even if the Claimants' "return trip" here could be interpreted to mean only several hundred feet, which interpretation the Board has not sustained, the Claimants actually ate the meals in question at 8:30 p.m. Thus they did not additionally fulfill the time requirements for reimbursement under the rule. Lastly, the caption of Rule 209 states: Leaving and Returning to Home Station Same Day. Normal rules of contract construction themselves would imply that this caption does not cover the circumstances of the case at bar.

The Board rules, therefore, that there was no contravention of current Agreement Rule 209 when the Carrier refused to honor the X-28 expense forms which the Claimants turned in on February 1, 1981 for reimbursement for the amounts asked for in the Statement of 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

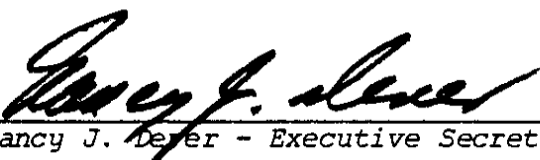
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois, this 13th day of April, 1984