

(C O P Y)

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees	)	Case No. 31
and	}	Award No. 31
St. Louis Southwestern Railway Company	}	

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the effective Agreement by failing to reimburse Welder C. R. Rodieck in the amount of \$86.90 for meal expenses incurred during the month of March 1960, and for other specified amounts during the subsequent continuing months.
2. That Welder C. R. Rodieck be now compensated in the amount of \$86.90 for his meal expenses incurred during the month of March and for his meal expenses incurred in subsequent months continuing until this violation of the Agreement is adjusted.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

When this Board issued its Award No. 2 in Case No. 2, it stated:

"The Interpretation of Rule 7-14 does not mention Welders and Welders cannot be considered in the clause 'other similar positions' as their position is not similar to a dragline operator, dragline operator helper, weed burner operator, or disc machine operator."

That claim was allowed for the expenses of the groceries purchased by the Welder as that was the claim before the Board.

In this claim, the Welder asked to be reimbursed for meals that he purchased when he was away from his designated and fixed headquarters even though an outfit car was furnished for his convenience.

The Board finds that the claimant should be paid for the actual meal expense that he has incurred or the actual grocery expense that he has incurred when he purchased groceries to prepare his own meal. However, when the claimant ate his meals at home or had his lunch prepared at home and he took it to the site of his work, he is not entitled to reimbursement.

AWARD:

Claim sustained in accordance with the Opinion.

(s) Thomas C. Begley  
Thomas C. Begley, Chairman

(s) A. J. Cunningham  
A. J. Cunningham, Employee Member

(s) M. L. Erwin  
M. L. Erwin, Carrier Member

Dated at Tyler, Texas  
November 19, 1962.