

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Emmett Ferguson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee, Brotherhood of Railroad Signalmen of America, on the Louisville and Nashville Railroad that Signal Maintainer W. C. Wainscott and Assistant Signal Maintainer Earl Davidson with home station at Athens, Alabama, be reimbursed for meal expense incurred during April 1949, less any amount already paid.

EMPLOYEES' STATEMENT OF FACTS: When this dispute originated, the claimants, W. C. Wainscott and Earl Davidson, were hourly-rated employees regularly assigned to their respective positions by virtue of their established seniority. The positions are permanent within the proper meaning and intent of the applicable Signalmen's Agreement.

Among other items of expense not in dispute, the claimants submitted claim for noon day meal expense, in due and proper form, which were accrued during April, 1949. The dates, locations where accrued, and amounts are:

		Wainscott	Davidson
4-01-49	at Ardmore, Tenn.	\$.75	\$.75
4-02-49	" " "	.75	.75
4-07-49	" " "	.75	.75
4-08-49	" Delrose "	.50	.50
4-12-49	" Ardmore "	.75	.75
4-13-49	" Pulaski "	.80	.80
4-20-49	" Ardmore "	.75	.75
4-21-49	" " "	.75	.75
Totals claimed but not paid—		\$5.80	\$5.80

These meals were all eaten away from the claimants' home station.

A claim for the cost of the meals listed above was handled on the property in the usual manner, without securing a satisfactory settlement.

OPINION OF BOARD: Claim having been made for noon-day meal expenses of two employes, incurred while working on their assigned territory, we are here required to apply Rule 29 (a), which reads as follows:

“Employes sent away from home station or territory will be reimbursed for actual additional necessary expenses incurred for meals and lodging. * * *”

The common sense meaning of the rule must be accepted as controlling. A narrow application of the word “or” would result in a perversion of what the parties obviously intended. We interpret the Rule to mean in these circumstances that employes not away from their home territory cannot claim reimbursement for their noon-day meal expenses. The Rule not having been violated the claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Rule 29 (a) has not been violated.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 10th day of November, 1953.