

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20335
Docket Number SG-19956

Irwin M. Lieberman, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: {
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

Carrier did not compensate Assistant Signalman K. P. Waddle for meal expanses incurred in February and March, 1971, in accordance with provisions of Appendix M, Rule 59, paragraph 2.

Carrier should pay to Assistant Signalman K. P. Waddle the amount of \$8.75 for meals taken February 5, 8, 12, and 19, 1971. Carrier should also pay to K. P. Waddle automobile mileage expenses incurred in connection with obtaining meals totaling 211 miles @ .09 or \$18.99.

/Carrier's file: G-381-2; G-381/

OPINION OF BOARD: Claimant was a member of Division Signal Gang No. 14. During February and March 1971 this Gang was located in camp cars in an isolated area in Kentucky. There was no cook assigned to this Gang and Claimant had to travel to the nearest restaurant for meals. The Claim herein related to four meals which were not reimbursed by Carrier as well as for mileage. The Language of Revised Rule 59 (Appendix M) of the Agreement provides for reimbursement for meals when no cook is furnished to a crew in camp cars.

The meal allowance denial for the four days related to Carrier's position that Claimant was late to work on one day and hence should not have been reimbursed for breakfast and on three other occasions the meal reimbursement was for a Friday night when Claimant Left work early, by permission, to go home for the weekend. Without determining whether or not Claimant could have been at his home after driving 140 miles for dinner it is undisputed that the employees worked longer hours during the week in order to leave work a few hours early on Friday night. The clear and unambiguous language of Rule 59 (revised) provides no basis whatever for denial of the meal expense under the circumstances involved herein.

With respect to the claim for automobile mileage, Claimant contends that it was necessary to use his own car to get to and from the restaurant to obtain meals. The Carrier states that a Company owned truck was

available and could have been used for this purpose. The record contains no evidence that the **employees** were instructed or **permitted** to use the Company truck for this purpose. Under such circumstances, we find the claim for automobile mileage **was** appropriate and should have been honored.

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** violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July, 1974.