

NATIONAL RAILROAD ~~ADJUSTMENT~~ BOARD

THIRD DIVISION

Award Number 2442'7
Docket Number ~~SG-24297~~

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of ~~Railroad~~ Signalmen
(Southern Railway System

STATEMENT OF CLAD?: "Claim of the General ~~Committee~~ of the Brotherhood of Railroad Signalmen on the Southern ~~Railway~~ Company, et al.

On behalf of Signal ~~Maintainer~~ J. F. ~~McClintock~~, Huntsville, Alabama, for meal expense he incurred on January 19, 1980, in the amount of \$7.50, while working off his assigned section."

(General ~~Chairman~~ file SR-155. Carrier file ~~SG-438~~)

OPINION OF BOARD: Rule 41 of the Agreement provides that when ~~employees~~ are sent away from their assigned station or section on Company business, they ~~will~~ be allowed certain expense ~~reimbursement~~. Specifically the ~~rule~~ excludes application to Signal ~~Maintainers~~ while they are working on their assigned section or territory, etc.

The ~~Claimant~~ asserts that he is assigned to a specific signal maintenance territory and he is held subject to call every other weekend, at which time he protects his territory and approximately one-half (1/2) of the territory adjoining his territory.

On the claim date the ~~Employee~~ was sent ~~away~~ from "his territory" and he purchased a meal but the Carrier refused to reimburse him for it.

On the day in question the ~~Employee~~ was called to perform service on the "adjoining" territory rather than on his own regular territory.

As ~~we~~ read the pertinent Agreement language it seems clear that the ~~Carrier~~ has obligated itself to ~~make~~ certain compensations when an individual is sent away from an assigned station or section or territory on Company business. This ~~Employee~~ was sent away from that territory on the day in question. The fact that it may have been an obligation to protect that territory on certain weekends does not, as we read Rule 41, alter the fact that the ~~Employee~~ was sent away from his normal area and under the circumstances ~~we will sustain~~ the claim.

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 **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

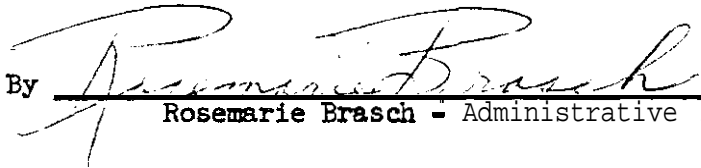
That the Agreement **was** violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST: **Acting Executive Secretary**
National Railroad Adjustment Board

By  _____
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this **15th** day of **June 1983**.