

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **20010**  
Docket Number **SG-19670**

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (Pacific Lines) that:

Claim No. 1

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the employees of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947, and including revisions, and particularly third paragraph of Rule 2(c) which provides: "When meals and/or lodging are not furnished by the Company, or when the service requirements make the purchase of meals and/or lodging necessary at other than home station, Signal Foremen and CTC Signal Foremen shall be paid actual necessary expenses."

(b) That Mr. DeWitt be allowed the amount of \$38.05 reimbursement for the cost of meals purchased during the period September 28 to October 23, claimed on Personal Expense Account Form C.S. 148 submitted October 25, 1970.  
/Carrier's File: SIG 108-44/

Claim No. 2

(a) That the Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the employees of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947, including revisions, and particularly third paragraph of Rule 2(c) which provides: "When meals and/or lodging are not furnished by the Company, or when the service requirements make the purchase of meals and/or lodging necessary at other than home station, Signal Foremen and CTC Signal Foreman shall be paid actual necessary expenses."

(b) That Mr. DeWitt be allowed the amount of \$42.25 as claimed on Form C.S. 148 personal expense account covering the period October 26 to November 25, 1970, inclusive, as reimbursement for cost of noon day meals purchased during this period, while working away from home station.  
/Carrier's File: SIG 108-45/

OPINION OF BOARD: This claim is for the reimbursement of the cost of certain lunches purchased by Claimant during September, October and November 1970 while he was employed as a Signal Foreman with assigned headquarters at the Signal Shop, Stockton, California. On the dates of the claim, Claimant was working installing crossing protection devices at West Lane Crossing, which is not in the city limits of Stockton and is .63 miles outside of the Yard Limits of Stockton. The site of work was 1.55 miles from his regular on-duty headquarters. The claim is based on Rule 2 of the Agreement, which in pertinent part reads:

"When meals and/or lodging are not furnished by the Company, or when the service requirements make the purchase of meals and/or lodging necessary, at other than home station, Signal Foreman and CTC Signal Foreman shall be paid actual necessary expenses."

Petitioner argues that the claim must be sustained under the provisions of Rule 2 because "...Claimant is a signal foreman and was working an assignment away from his home station on the claim dates. It was necessary to obtain his noonday meals at or near the work site because, as shown by the record, he was not at liberty to use the Company truck to return to his home station to obtain same." Petitioner also contends that the requirements of Rule 2 were met by the facts that the work site was not at the "home station" and further that Carrier did not furnish the meals.

First we note that there is no evidence in the record to support the contention that the purchase of meals was "necessary" by virtue of the work site. The company repeatedly on the property contended that a truck was available, and Petitioner presented no contrary evidence. Secondly, the same issue, with the same parties and Agreement has already been reviewed by this Division in Award 12737. In that Award we said:

"...in our opinion, Petitioner has the burden of showing that the requirements of the service in which Claimant was engaged were such as to make his purchases of noon meals 'necessary' under Rule 2 of the Agreement. Those purchases would not have been necessary if he could have returned to the outfit cars for lunch within the time allowed. Thus, Petitioner's primary task was to present evidence that the factual situation at Lordsburg made it physically impossible for Claimant to have done so. This it attempted to do by assertions and argument. But nowhere in this record is there any evidence..."

We do not find that the reasoning in Award 12737 is erroneous; in fact we reaffirm the interpretation. It has been our strong belief for many years that in order to avoid confusion a sound interpretation of rules which has been relied on by the parties should not be disturbed, and should be changed only by negotiation by the parties. (Award 17363, 10911 and many others). For these reasons, we must reject Petitioner's arguments and the claim must be denied.

**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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1973.