

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 33650  
Docket No. SG-34247  
99-3-97-3-817**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Union Pacific Railroad Company (former Chicago &  
( North Western Transportation Company)**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago & North Western Transportation Co. (CNW):**

**Claim on behalf of G.E. Hoskins for payment of \$83.50 for meal expenses incurred from May 14 to June 4, 1996, account Carrier violated the current Signalmen’s Agreement, particularly Rule 20, when it refused to reimburse the Claimant for these expenses. Carrier’s File No. 1028005. General Chairman’s File No. S-AV-280. BRS File Case No. 10346-CNW.”**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

**The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.**

**This Division of the Adjustment Board has jurisdiction over the dispute involved herein.**

**Parties to said dispute were given due notice of hearing thereon.**

**The Claimant was a Signalman on Travel Crew No. 6 between May 4 and June 4, 1996 during which time the crew was working at Grand Mound, Iowa. The crew**

stayed at a motel in Clinton, Iowa, however the Claimant did not join them at the motel because he lived in Clinton. Claimant however, like the other crew members, did incur meal expenses while working on this assignment and, pursuant to Rule 20, he sought reimbursement for those expenses. When the Carrier refused to reimburse him, the instant claim ensued.

Rule 20 controls the instant dispute and provides, in relevant part, that “(w)hen crews . . . are engaged in work, . . . which requires they live away from home . . . such employees will be allowed actual necessary expenses for meals. . . .” Thus, the clear and unequivocal condition for payment for meal expenses is when the employee is required to work away from his or her home. The record clearly demonstrates that in the Claimant’s case, unlike his fellow crew members, this was not true. Therefore, he was not eligible for reimbursement under the clear and unequivocal terms of the Rule.

The Organization contends however that the denial of the Claimant’s meal expenses violated a long-standing practice between the parties. We note however that evidence of past practice is controlling only if the contract language in issue is unclear or ambiguous. We do not believe that to be the case herein. Moreover, the practice predated the merger of the Carrier with another and placed the practice in a different context than that presented by the facts of this claim.

**AWARD**

**Claim denied.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.**

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

**Dated at Chicago, Illinois, this 16th day of November 1999.**