

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 162, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Southern Pacific Transportation Company
((Texas and Louisiana Lines)

Dispute: Claim of Employees:

1. That the Southern Pacific Company (Texas and Louisiana Lines), refused to allow the necessary expenses of Equipment Installer Philip F. Hanson for the calendar months of September and October, 1975.
2. That, accordingly, the Southern Pacific Company (Texas and Louisiana Lines) be ordered to pay the expenses, September and October, 1975, totaling \$68.71 to Equipment Installer Philip F. Hanson, Claimant.
3. That the monetary claim be further adjusted to provide Mr. Hanson with an interest payment computed at the rate of ten percent per annum.

Findings:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

In the performance of his duties on 10 days in September and 3 days in October of 1975, claimant worked away from his headquarters. On each of those days claimant expended money for meals for which he is entitled to reimbursement under rule 10 of the agreement between the parties which in pertinent part reads as follows:

"...where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home station, employees will be paid necessary expenses."

The issue in the instant case is whether the amount claimed by petitioner for his meals on the aforementioned dates was so high as to remove it from the definition of "necessary expenses."

There is no dispute between the parties that charges for lunches and dinners on the dates set out on the vouchers are appropriate, the only issue is the amount. There is some implication by carrier that claimant did not expend the amounts set out but this point is never adequately raised or dealt with on the property.

The carrier has unilaterally reduced claimant's expense voucher for September 10, 11, 15, 16, 17, 18 and 19 from \$46.78 to \$24.38 and for September 22, 23, and 25 and October 2, 7 and 9 from \$33.70 to \$18.09. The carrier added 5% for inflation and tendered claimant \$42.47 in full satisfaction of his claim. This was refused by claimant.

The carrier is basing its interpretation as to what is "necessary" on vouchers filed by other employees over the same period and by claimant for previous periods.

The record substantiates the fact that on this property at the points in question, amounts substantially less than that which petitioner has claimed have been regarded as sufficient to fulfill the carrier obligation. If, as claimant alleges, the amount necessary to fulfill the carrier's obligation under Rule 10 has been more than that claimed in the past he should have supported that allegation with evidence of probative value. The dictionary definition of necessary as "essential to an end or condition; indispensable" is quite narrow. The past actions of the parties have given to that word a dollar and cents value. Any attempt to alter that agreed on definition requires that the party suggesting that change bear the burden of proof. Claimant has not done so in this case.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 5th day of July, 1977.