

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

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the current Agreement, the Chicago Region Communication Crew was unjustly harassed and discriminated against when the Carrier arbitrarily singled them out by requiring they produce meal expense receipts when no lodging expense is incurred.

2. That accordingly, the Burlington Northern Railroad be ordered to restore equal employment standards, requirements and treatment under the controlling rules to all its employees and that the discriminatory instructions outlined in Supervisor Giblin's letter of September 8, 1982 attached as Employees' Exhibit "A" be immediately rescinded.

FINDINGS:

The Second 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 employees 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.

On September 8, 1982, the Carrier's Communications and Signals Engineer issued the following notice to all Communications crew personnel:

"Effective immediately, all breakfast and dinner meals reported on monthly expenses must be accompanied by receipts when no lodging expense is incurred.

Any meals not properly documented will not be reimbursed."

The Organization argues the above notice is an act of discrimination against these employees because no other Communications employees received such instructions. According to the Organization, since all Communications workers are governed by the same Rules of Agreement, administration of those rules must be consistent on a system-wide basis. The Organization further argues that Rule 6(k) does not require meal receipts and that the Carrier has always accepted an employee's signature on the monthly expense sheet.

The Carrier views the dispute as one wherein the Organization has not met its burden of proof to establish the Carrier is restricted by Agreement language from requiring its employees to furnish actual meal expense receipts. The disputed Rule, 6(k), 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 headquarters, employees will be paid actual necessary expenses."

This Board has historically held that it will not look beyond clear and unambiguous language in disputes over the meaning of language. The purpose of looking towards the practices of the parties is to gain insight as to the parties' intentions when language is ambiguous. The failure of either party to a labor agreement to use or apply clear and unambiguous language does not alter the parties' specific intent.

Herein, the phrase "actual necessary expenses" could not be more succinct. As stated in Third Division Award 26357, "The Board reads necessary expenses to mean expenses for food and lodging which were required...." There is no dispute in this case over the necessity of an employee to purchase meals when away from headquarters. Rather, the issue is over the method of establishing "actual" meal expenses. Obviously, an employee's signature to a monthly expense sheet falls short of showing what was the actual meal expense incurred by the employee. If the Carrier chooses to exercise its managerial prerogative and require the employee furnish receipts, it is the exercise of a right clearly consistent with Rule 6(k).

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of June 1988.