

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

J. Glenn Donaldson, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**ATLANTA AND WEST POINT RAIL ROAD—
THE WESTERN RAILWAY OF ALABAMA**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlanta and West Point Rail Road—Western Railway of Alabama, that the Carrier shall be required to reimburse regular rest day relief employees P. P. Clark and A. R. Bruckner and other employees assigned to fill relief assignment "H", for all taxi fares paid by them for necessary travel in performing relief service at Chester, Alabama, on and after September 1, 1949, as provided by Article 10, Section 4, of the current Agreement between the parties.

EMPLOYES' STATEMENT OF FACTS: An agreement, bearing effective date of September 1, 1949, between the parties to this dispute is, by this reference, placed in evidence and is hereinafter referred to as the Telegraphers' Agreement.

As provided by Article 10, Section 1(e) of the Telegraphers' Agreement, the Carrier established on September 1, 1949, a regular rest day relief assignment, designated as "Relief Assignment 'H'," to provide necessary relief on rest days of employees at Selma, Alabama, four days, and Chester, Alabama, one day per week.

In accordance with Article 10, Section 4-1 of the Telegraphers' Agreement the Carrier designated Selma as the "headquarters station" of this relief assignment.

Selma is approximately 47 miles west of Chester.

The incumbent of Relief Assignment "H" is assigned to work each Thursday at Chester necessitating travel from Selma, the "headquarters station", to Chester—via Montgomery—and Return to Selma on that one day of each week.

Bus service is available between Selma and Montgomery.

Chester is a station shown in the Carrier's operating time-table to be 2.54 miles east of Montgomery, and is located within the corporate limits of the City of Montgomery, approximately two miles east of the bus station at Montgomery. A large freight yard is located at this point. In order

OPINION OF BOARD: Claim is filed upon behalf of regular rest day relief employes assigned to fill relief assignment "H". The incumbent of this position is headquartered at Selma, Alabama, where four days' work is done in the Selma Yard. Once weekly the incumbent is required to cover the Chester work, fifty miles distant. This requires the use of bus transportation, Selma to Montgomery, where the employe is still two miles distant from his assigned work location.

Claims are made for reimbursement of taxi fares between the bus station at Montgomery and the work location at "Chester" located within the corporate limits of Montgomery. No passenger station is located at Chester. However, it is listed as a "station" in Carrier's operating timetable but not in the Railway Guide. In the pay section of the Agreement the point is listed as Montgomery Yard Relay.

Public transportation, within Montgomery, would carry Claimants within three-quarters of a mile of the work location but the Organization contends that such is inadequate and undependable. Neither party supplies a schedule relating to the city transportation line but the docket shows that ninety minutes are available to get to Chester between the arrival of the Selma bus at 9:30 P.M. and work reporting time at 11 P.M., and sixty minutes are available to make bus connections for Selma at the end of the work shift, 7 A.M. Claimants used a taxicab instead of the local bus at a daily cost ranging from \$.90 to \$1.10.

The overall Agreement of the parties, as expressed in Article 10, Section 4, is that the relief employe will be provided with free transportation or its equivalent for necessary travel upon specified bases. We should interpret the detailed paragraphs to carry out this overall intent and not to defeat it.

Carrier says it is enough to drop him down in the city in which his work is located; that other employes working at the same location do not receive compensation for intra-city travel, hence, why should Claimants expect it. The quick answer is that a rule is involved in one case and not the other. A further fact, while not controlling, answers the equities raised by Carrier. It is, that the Claimant has already made his comparable journey to work when traveling from place of residence to the bus station in his home city.

Article 10, Section 4, refers to "stations". The Carrier would have us interpret this as meaning **passenger** stations. It is not reasonable to so imply by reference to the facts of this case. See also Award 4592. If so intended, the Carrier should have negotiated it into the rules as it is a limitation upon the expressed general purpose of the rule. Whether considered a "station" or a "work location" Chester or Montgomery Yard, Claimants' final destination, should be considered the other end of the measuring stick provided by the rules in the case before us. See under Examples: "Relief assignment with headquarters at 'A' works two days at 'A', two days at 'B' and one day at 'C'. On days employe works at 'A' no transportation allowance will be made. On days employe works at 'B' or 'C', transportation allowance will be made for travel between 'A' and 'B' or 'A' and 'C'." Here, Claimant is not working at the passenger station at Montgomery, nor, at the bus station in that city, but at Chester and it is to this work location that we construe the example to refer.

As compensation is due only for "necessary" travel, the use of a taxicab solely to avoid a walk variously described in the docket as 600 yards—three-quarters of a mile, would seem unnecessary. The Organization asserts that the local bus transportation is unreliable and inadequate but no evidence is adduced in support thereof. In absence thereof, we must assume that any public transportation system worthy of such name would serve Claimants' needs within the liberal time allowances present here for a two mile journey. Accordingly, we find that the Carrier should reimburse Claimants for intra-city travel involved at Montgomery but only in the amount of the local bus fares.

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 Employes involved in this dispute are respectively Carrier and Employes 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 to the extent indicated in the Opinion.

AWARD

Claims sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 16th day of July, 1954.