

Award No. 15871
Docket No. TE-14699

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Western Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Atchison, Topeka and Santa Fe Railway, that:

1. The Carrier violated the Agreement between the parties when it refused and continues to refuse to compensate Telegrapher H. C. Henry for mileage expense incurred in the use of his private auto to make various relief, said payments being in accordance with the provisions of the Agreement.

2. Carrier shall now compensate Claimant Henry as follows:

February 13, 1961 Amarillo to La Junta	
265 miles at 8 cents per mile.....	\$21.20
February 13, 1961 La Junta to Amarillo	
265 miles at 8 cents per mile.....	21.20
February 20, 1961 Amarillo to Las Vegas	
225 miles at 8 cents per mile.....	18.00
February 22, 1961 Las Vegas to Amarillo	
225 miles at 8 cents per mile.....	18.00
February 23, 1961 Amarillo to La Junta	
265 miles at 8 cents per mile.....	21.20
	\$99.60

EMPLOYEES' STATEMENT OF FACTS: Agreement between the parties bearing effective date of June 1, 1951, is in evidence, and by reference thereto, is made a part of this dispute.

This dispute arose over the interpretation of a Memorandum of Agreement between the Employees and the Carrier which provides that:

OPINION OF BOARD: Under the Memorandum of Agreement dated May 28, 1956, extra employees such as Claimant Henry were authorized to use a privately owned vehicle where they were unable to use "railway or highway bus transportation . . ." and arrive and depart within four hours at their points of relief service.

The evidence introduced on the property disclosed that Claimant could have used railway transportation and would have arrived and departed within the four hour limitations hereinbefore mentioned but that same would have taken up to twenty hours, and the route would have been "circuitous." Claimant used his own automobile, and sought reimbursement therefor, but Carrier rejected the claim.

The controlling question is not what is fair and reasonable, but, rather, what is the reasonable meaning of the memorandum. While said memorandum does not require that the rail transportation be by the most direct route, it is manifestly clear that it must have been contemplated by the parties that same was to be a reasonable route. Here, where the route would have required approximately twenty hours' deadheading, one way, and almost 1,000 miles by "circuitous" means, same was not such as obviously contemplated by the parties when entering into said memorandum agreement.

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 Carrier violated the Memorandum Agreement of May 28, 1956.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of October 1967.