

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association
(Duluth, Missabe and Iron Range Railway Company

STATEMENT OF CLAIM:

"(a) The Duluth Missabe and Iron Range Railway Company (hereinafter referred to as 'the Carrier'), violated the effective Agreement (effective December 1, 1972) between the parties, including but not limited to Rule 25 in particular when it failed to properly compensate Extra Train Dispatcher C. A. Gersetich for necessary transportation costs while she was assigned away from her established headquarters.

(b) For the above violation, the Carrier shall now compensate Claimant Extra Train Dispatcher C. A. Gersetich;

- (1) One hundred sixty three dollars and fifty four cents (\$163.54) for the period beginning July 29, 1986 and ending August 25, 1986.
- (2) Twenty five dollars and sixteen cents (\$25.16) for the period beginning August 27, 1986 and ending August 29, 1986.
- (3) One hundred thirty eight dollars and thirty eight cents (\$138.38) for the period beginning September 3, 1986 and ending September 24, 1986.
- (4) One hundred dollars and sixty four cents (\$100.64) for the period beginning October 23, 1986 and ending November 8, 1986."

FINDINGS:

The Third 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 employes 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.

Claimant holds seniority as a Train Dispatcher. At the time of the Claim, she was serving as an extra Dispatcher, covering temporary vacancies. For the period stated in the Claim, she was assigned to work in Keenan. Her Claim is for transportation costs by private automobile from her home to Keenan and return each day, the distance being 34 miles each way.

The Carrier reimbursed her for the first and last days of such travel, but did not do so for the intervening days.

Rule 25 is applicable here and reads in pertinent part as follows:

"RULE 25

Away from Headquarters
Regular and Extra Employees

The train dispatcher's office to which a train dispatcher is regularly assigned shall be his established headquarters.

A-(1) Regular or extra employees, who are required to work at a point other than their headquarters point or are required to travel outside of the environs of the city or town in which their headquarters is located, shall be furnished transportation without charge or shall be reimbursed for actual necessary transportation costs. ('Transportation' means travel by rail, bus, or private automobile and 'Transportation costs' means the established passenger fare or automobile mileage allowance set by the Company when a private automobile is used.)

. . .

(3) When regular or extra employees are unable to return from the point of their extra assignment on any day they shall be entitled to reimbursement for actual cost of meals and lodging while away from their headquarters with the maximum payable allowance being \$7.00 per day.

Note: The headquarters point of an extra dispatcher shall be the point where the employe holds a regular or extra assignment as a telegrapher or dispatcher providing the employe is concurrently assigned to an extra dispatcher assignment.

If the employe has no assignment, regular or extra as a telegrapher or dispatcher, concurrent with the extra dispatcher assignment to be worked, the headquarters shall then be considered to be Duluth or Iron Junction dependent upon the point that is nearer to the employe's place of residence."

The final paragraph of Rule 25 A-(3) makes it clear that the Claimant's "headquarters" is Duluth.

Rule 25 A-(1) is unambiguous that, when required to work at a point other than their headquarters, employees are entitled to "transportation without charge" (not applicable here) or reimbursement "for actual necessary transportation costs." The "actual necessary transportation costs" involved here are from and to the Claimant's home, a shorter distance from Keenan than it would be from Duluth to Keenan.

The Carrier argues that its only obligation is to pay for Claimant's transportation at the beginning and end of the assignment and not for each day. The Carrier points out that employees regularly assigned at Keenan receive no transportation allowance, despite the fact that they must travel as far or farther than did the Claimant during her temporary assignment.

The Carrier further argues that the Claimant may have been entitled to reimbursement for meals and lodging under Rule 25 A-(3), but she did not elect to take advantage of this.

The Carrier's argument does not comport with the unambiguous terms of the Rule. The Claimant met the requirements of Rule 25 A-(1) in every respect. There is no indication therein that such travel reimbursement is limited to the first and last day. It is true that this places the Claimant in a more advantageous position than those regularly assigned to Keenan. Such regularly assigned employees have their headquarters point at Keenan, however, and like all others similarly situated their commuting expenses are not reimbursed. The Rule, on the other hand, provides a benefit for those required to work "at a point other than their headquarters," and this clearly applies to the Claimant.

Rule 25 A-(3) refers to employees "unable" to return from their assignment. The Claimant was obviously able to do so, and thus this provision is not applicable.


The Claim will be sustained, except for any days on which the Carrier has already made reimbursement for travel costs.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Beyer - Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1989.