

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**MISSOURI PACIFIC LINES IN TEXAS AND LOUISIANA**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Lines in Texas and Louisiana,

That C. D. Winters who was used to perform emergency relief work on the telegrapher-clerk position at Goose Creek, Texas, June 21, through September 18, 1944, while regularly assigned to the third trick telegrapher-clerk position at Kenefick, Texas, shall be allowed his actual necessary expenses incurred at Goose Creek in the amount of \$740.00 during this period, under the provisions of Rule 14 of the telegraphers' agreement, while away from Kenefick his regular assigned station.

**EMPLOYES' STATEMENT OF FACTS:** An agreement bearing date of October 15, 1940, as to rates of pay and working conditions, is in effect between the parties to this dispute.

On May 22, 1944, Bulletin No. 37 was issued on permanent vacancy at Kenefick, Texas, and telegrapher C. D. Winters bid on the position and, on June 5, 1944, received the following wire:

"DeQuincy, La., June 5, 1944

Mailgram

Mr. C. D. Winters—Goose Creek

You are senior bidder on third trick, Kenefick. Advise if you wish to be relieved at Goose Creek to protect it.

E. N. Malone"

and on June 6, 1944, he replied as follows:

"Goose Creek, Texas, 6-6-44

ENM

Desire relief here.

Winters."

Telegrapher Winters hereby became regularly assigned to third trick Kenefick and under Rule 3-E (quoted below), should have been transferred within thirty (30) days, and if not placed on his position within thirty (30) days should have been paid "resulting necessary expenses for each day (100 days) held from newly assigned position". He also became a regular assigned telegrapher performing EXTRA WORK which is covered by Rule 14 and Rule 30.

meals, his expenses during the period in question would have been \$90.00 less than the figure presented in his first revised expense account of \$476.00 (Carrier's Exhibit "B"), or a total of \$386.00, approximately the amount the employes at one time agreed to accept and which the Carrier on May 29, 1947, offered to pay.

Aside from and in addition to the several irregularities and inconsistencies of the employes' claim and their handling with the Carrier, as pointed out and discussed in the foregoing, it is desired in conclusion to also direct attention of the Board to the Employes' Ex Parte Statement of Claim wherein it is stated that the claim for \$740.00 expenses should be allowed "under the provisions of Rule 14 of the Telegraphers' Agreement". This rule reads as follows:

**"REGULAR ASSIGNED EMPLOYES DOING  
EXTRA WORK"**

Regular assigned employes will not be required to perform relief or extra work except in cases of emergency and when required to perform relief or extra work and in consequence thereof, suffer a reduction in regular compensation, shall be paid an amount sufficient to reimburse them for such loss, and in all cases they will be allowed actual necessary expenses while away from their regular assigned stations."

It will be noted that Rule 14 is Captioned "Regular Assigned Employees doing extra work", and has to do entirely with regularly assigned employes being required to perform relief or extra work. In the case under consideration Mr. Winters was not performing relief or extra work within the intent and meaning of this rule, therefore, Rule 14 is not applicable to and accordingly does not support this claim. Rule 3 (e), quoted and discussed by the Carrier, is the rule here applicable, not Rule 14.

The claim here presented for \$740.00, nearly double the above amount, of \$386.00 referred to, is so obviously unreasonable and unjustified as to merit no favorable consideration. It is the position of the Carrier, therefore, that this claim should either be denied, or remanded by your Board to the parties for disposition by them upon satisfactory proof by the claimant of the necessary expenses incurred by him and on such basis as your board should find is reasonable and proper.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Based on the facts and circumstances of this case, the Employes' offer in letter of September 19, 1945, and Carrier's acceptance thereof in letter of May 29, 1947, was fair and reasonable. The claim should be disposed of on that basis.

**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 claimant shall be reimbursed on basis set forth in Opinion.

**AWARD**

Claim disposed of in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 19th day of December, 1947.