

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

SOUTHERN PACIFIC COMPANY
(Texas and Louisiana Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Southern Pacific Company (T&L Lines), that:

1. Carrier violated the Agreement between the parties when it refused to allow away-from-home expenses for Telegrapher-Clerk George M. Brent for October 10, 11, 17 and 18, 1967.

2. Carrier shall be required to compensate Mr. Brent in the amount of \$8.50 for each date.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The dispute involved herein is predicated on various provisions of the collective bargaining Agreement entered into by the parties effective December 1, 1946. The claim was submitted to the proper officers of the Carrier, at the time and in the usual manner of handling, as required by Agreement rules and applicable provisions of law. It was discussed in conference between representatives of the parties on April 25, 1968.

The controversy arose on November 27, 1967, when the Carrier notified the Claimant that it had disallowed certain personal expense items which had been reported for the month of October, 1967. The items were for meal and lodging expense incurred on the four claim dates. The necessity for the expense came about by reason of Carrier instructions to the Claimant that he be available, during his off-duty hours, to work on a call basis on each date. Claimant was required to be on call at Edinburg, Texas, where the expense was incurred. His headquarters station was McAllen, Texas.

Employee contended in the handling on the property, and now contend before the Board, that certain provisions of the collective bargaining Agreement require that the claim be allowed. (These provisions are specifically set out in Section (d) hereof, Rules Relied On.) Carrier contended: (1) that the Agreement rules cited never contemplated payments such as here

OPINION OF BOARD: We have carefully reviewed the entire record in the dispute, and we must agree with the argument by and in behalf of the Carrier that the dispute actually involves the interpretation and application of the Agreement of April 8, 1967. That agreement, in Article VIII, provides the machinery for the settlement of disputes arising thereunder. We agree with prior awards of the Board to the effect that procedures established and accepted by the parties themselves for resolving disputes should be respected. Awards 17098, 17099, 15696, 16037, 16924, 17639, among others. We will accordingly dismiss the claim without prejudice.

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 claim should be dismissed without prejudice.

AWARD

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of June 1970.