

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on Southern Pacific Company (Pacific Lines), that R. M. Stinson be compensated for all monetary loss sustained because of the action of the Carrier in consolidating the agencies of Rodeo and Pinole."

EMPLOYES' STATEMENT OF FACTS: "Prior to July 20th, 1933, R. M. Stinson, claimant in this case, was the regularly assigned Agent-Telegrapher at Rodeo, Calif., Western Division, Southern Pacific (Pacific Lines). Effective July 20th, 1933 the Carrier consolidated the agencies of Rodeo and Pinole displacing Claimant Stinson who displaced upon the agency at Irvington, Western Division. After the issuance of Award 388, Third Division, National Railroad Adjustment Board, the consolidation of Rodeo and Pinole was terminated and Claimant Stinson returned to his position at Rodeo, the settlement of compensation feature continuing to be an item under negotiation between the Carrier and the Organization. Carrier desiring this be done to stop the accumulation of the amount of the claim for monetary loss."

POSITION OF EMPLOYES: "EXHIBITS 'A' to 'W' inclusive are attached to and made a part of this brief.

"We request that the briefs filed by this Committee in Docket TE-274, that Award 388 and Serial No. 10 Interpretation No. 1 to Award No. 388 be made a part of this brief.

"Rules 5 and 9 and indirectly, that portion of Rule 19 (c) which relates to the bulletining of positions and assignment of telegraphers thereto, are involved in this dispute and the statement of this Committee on such Rules as found in Docket TE-274 is equally applicable in this case.

"The Carrier in returning Claimant Stinson to the position of Agent at Rodeo admitted the error made by them in removing him from the position.

"The main point of dispute in this case concerns the question of monetary loss, the Carrier declining to abide by the Interpretation, (Serial 10) issued following Award 388 of this Board.

"The claim as filed is reflected in EXHIBIT 'O.' In conference June 1st, 1939, Carrier representative offered to pay a part of the monetary loss sustained by Claimant Stinson, namely—net wage loss plus house rent and water bills, less the express commissions earned at Irvington in excess of

at Rodeo were \$3.22 per month and for the period August 1933 to and including August 1937, the average commissions accruing to that station were \$3.79 per month, or 57 cents per month more during the time that the agency at Rodeo was operated in conjunction with the one at Pinole, than when it was operated independently.

CONCLUSION

"In the absence of an Agreement between the Carrier and its employes represented by the Petitioner, which would sustain any part of the alleged claim for 'monetary loss,' it is respectfully urged that the Board deny the alleged claim."

OPINION OF BOARD: Prior to July 20, 1933, R. M. Stinson was agent-telegrapher at Rodeo, California. Effective July 20, 1933, the agencies at Rodeo and Pinole were consolidated and Mr. Stinson was removed to Irvington, California. Following Award No. 388 the position at Rodeo was reestablished and Mr. Stinson was replaced in his former position at Rodeo. In this file Mr. Stinson is claiming "monetary loss" sustained because of the consolidation of agencies at Rodeo and Pinole.

We are of the opinion that under Award No. 388, and Serial No. 10, being Interpretation No. 1 to Award No. 388, the claimant is entitled to reimbursement for "any monetary loss sustained." See also Award No. 814.

Claimant first contends that he suffered monetary loss by reason of the fact that Mrs. Stinson had the contract to carry mail at Rodeo, and the removal of the family to Irvington necessitated the surrender of this contract. We think it too obvious to need discussion that the carrier cannot be charged with a claimed loss suffered by a member of Mr. Stinson's family. This part of the claim is denied.

Under the prior awards of this Board and the interpretation thereof, it must be held that the house and water rent claimant paid at Irvington in excess of that he was paying at Rodeo constituted a monetary loss for which he should be compensated. However, this amount must be offset by claimant's increased earnings which he received by virtue of his position at Irvington. These earnings were received by him directly and were not earnings to which some other member of the family was entitled.

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 is entitled to be compensated for monetary loss as indicated in the opinion.

AWARD

Claimant should be compensated for monetary loss as indicated in opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of January, 1941.