

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Edward F. Carter, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**GULF COAST LINES; INTERNATIONAL-GREAT NORTHERN
RAILROAD CO.; THE ST. LOUIS, BROWNSVILLE & MEXICO
RAILWAY CO.; THE BEAUMONT, SOUR LAKE & WESTERN
RAILWAY CO.; SAN ANTONIO, UVALDE & GULF RAIL-
ROAD CO.; THE ORANGE AND NORTHWESTERN RAILROAD
CO.; IBERIA, ST. MARY & EASTERN RAILROAD CO.; SAN
BENITO & RIO GRANDE VALLEY RAILWAY CO.; NEW
ORLEANS, TEXAS & MEXICO RAILWAY CO.; NEW IBERIA
& NORTHERN RAILROAD CO.; SAN ANTONIO SOUTHERN
RAILWAY CO.; HOUSTON & BRAZOS VALLEY RAILWAY
CO.; HOUSTON NORTH SHORE RAILWAY CO.; ASHERTON
& GULF RAILWAY CO.; RIO GRANDE CITY RAILWAY CO.;
ASPHALT BELT RAILWAY CO.; SUGARLAND
RAILWAY CO.**

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brother-
hood that the Carrier be required to reimburse Mr. E. J. McGlathery for house
rent losses sustained as a result of delay in transferring him from San Marcos,
Texas to Palestine, Texas.

EMPLOYEES' STATEMENT OF FACTS: On March 19, 1945, Mr. E. J.
McGlathery, then Chief Clerk-Cashier at San Marcos, Texas, was assigned
to position of Ticket Clerk at Palestine, Texas.

Mr. McGlathery was not relieved at San Marcos until close of day April
27, 1945. He began work in Palestine April 28, 1945.

On March 20, 1945, Mr. McGlathery wrote the Superintendent's Chief
Clerk that he had rented an apartment in Palestine and stated that his "rents
are working at both ends," and asked to be transferred as quickly as possible.

On April 12, 1945, Mr. McGlathery wrote the Superintendent, again
asking that he be transferred, and again mentioned his house rent.

Mr. McGlathery was finally relieved at San Marcos on April 27, 1945,
and began work at Palestine on April 28, 1945—just thirty-five days late.

OPINION OF BOARD: Claimant was working the position of Chief Clerk-Cashier at San Marcos, Texas, when he was assigned by bulletin to position of Ticket Clerk at Palestine on March 19, 1945. Due to a shortage of experienced employes, Claimant was not placed on the new position until April 28, 1945. Claimant rented an apartment in Palestine on March 20, 1945, and due to the failure of the Carrier to transfer him to his new assignment within five days, he was obliged to pay rent at both points. The claim is for the loss thus sustained.

The applicable rule is:

"Employes awarded bulletined positions, or those exercising displacement rights, will be transferred within five (5) days or paid for all losses sustained, if Carrier's fault." Rule 9 (g), current Agreement.

We are of the opinion that where, as here, an employe is not transferred to an awarded bulletined position within five days at the fault of the Carrier, the employe is entitled to all losses proximately resulting to the employe personally which grow directly from Carrier's breach of the Agreement. If the Agreement had been intended to cover wage losses only it would have been a simple matter for the rule makers to have said so.

Carrier contends that Claimant knew of the shortage of available employes and should have delayed the securing of living quarters. On the other hand, the securing of living quarters during the time here involved was a serious problem and we cannot say that the employe acted unreasonably in securing them at the place of his new assignment in the manner in which he did. The loss to him was one contemplated by Rule 9 (g).

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:

The 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 the Agreement was violated as charged.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 25th day of April, 1947.