

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

NEW YORK CENTRAL RAILROAD COMPANY (Buffalo and East)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad, Buffalo and East, that:

The Carrier should be required to reimburse Mr. George S. Stimson for railroad fares paid between Little Rock, Arkansas, and New York City, approximately \$66.00, on or about July 19, 1944.

EMPLOYES' STATEMENT OF FACTS: An agreement by and between the parties, hereinafter referred to as the Telegraphers' Agreement dated January 1, 1940, is in evidence; copies of which are on file with the National Railroad Adjustment Board.

Mr. George S. Stimson entered the service of the Carrier in the Telegraphers' Class of Service, August 19, 1936, as a telegrapher-leverman. He enlisted in the armed forces of the United States Army during World War II and was inducted December 18, 1943. While in the army at Little Rock, Arkansas, on or about July 19, 1944, because of the death of a member of his family, Mr. Stimson was granted an emergency furlough and because of the urgency and very short notice he was unable to arrange for a request for the Carrier to forward him free transportation for himself and his wife from Little Rock to New York City. When he and his wife arrived at the passenger station at Little Rock from the army camp there was only a matter of minutes before train time. He spoke to the ticket agent at the station and was advised to pay train fare for himself and wife from Little Rock to New York City and that when he arrived in New York City to contact the proper official for reimbursement of all fares paid.

Mr. Stimson purchased a ticket for himself and wife as suggested by the ticket agent at a cost of \$66.00 from Little Rock to New York City. Upon his arrival in Grand Central Terminal claimant contacted the operating official (Chief Signalman) located in that terminal where Mr. Stimson holds his seniority rights. Mr. Stimson was assured that if he left the ticket stubs properly signed by the conductors of the trains on which he traveled enroute they would be put in as evidence and that the refund would be made by the Carrier. This refund would be for Mr. Stimson and his wife.

Shortly after his return to Little Rock, claimant was enroute to an embarkation point on the Atlantic Seaboard. He was overseas in the European Theatre of Activities from September 1944 to the latter part of 1946.

Upon his return from overseas in 1946 and following his honorable discharge from the armed forces Mr. Stimson returned to work on this railroad

OPINION OF THE BOARD: Claimant entered the service of the Carrier as a telegrapher-leverman on August 19, 1936. He was inducted into the armed forces on December 18, 1943. While stationed at Little Rock, Arkansas, and on or about July 19, 1944, he was granted an emergency furlough to attend the funeral of a relative in New York City. Time did not permit him to arrange for free transportation for himself and wife. He paid his fare and on arrival in New York he contacted the Chief Signalman in that terminal and left proof that he had purchased one-way transportation from Little Rock to New York. He was then advised that a refund would be made. Shortly thereafter he was sent overseas. Upon his return to civilian status he returned to the employment of the Carrier in the class of service in which he was formerly employed. He then pressed his claim for the refund of the railroad fare in question. The claim was denied by the Carrier.

There is no provision in the current Agreement relative to pass privileges. There is, therefore, no contractual obligation on the part of the Carrier to make the refund for which this claim is brought. It is not the function of this Board to interfere with the administration of privileges which are based solely on the generosity of the Carrier.

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 the Agreement was not violated.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division.

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 3rd day of December, 1948.