

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

H. A. THOMPSON

vs.

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEE: It is claimed by H. A. Thompson, under facts, customs, usages and conditions named and described herein, as follows, to-wit:

1. That H. A. Thompson was employed by Sutton, Steele and Steele in February, 1913, and this employment continued until November 30, 1919, when it was terminated under conditions hereinafter stated;
2. That for several years prior to November 30, 1919, negotiations were carried on between H. A. Thompson and the Texas and Pacific Railway Company, through its duly authorized agents, and at the solicitation of its said agents, relating to the employment of the said H. A. Thompson by the Texas and Pacific Railway Company;
3. That these negotiations resulted in a contract between H. A. Thompson and the Texas and Pacific Railway Company, beginning December 1, 1919;
4. That the contract between H. A. Thompson and the Texas and Pacific Railway Company provided, that if the said H. A. Thompson would relinquish and resign from his position with Sutton, Steele and Steele, the Texas and Pacific Railway Company would employ the said electrical expert, H. A. Thompson, as electrical maintainer, and that this employment would be permanent;
5. That relying on the promise of the Texas and Pacific Railway Company that his position as electrical maintainer with such railway company would be permanent, the said H. A. Thompson relinquished, and resigned from, his position with Sutton, Steele and Steele, effective as of date November 30, 1919;
6. That the said H. A. Thompson entered the service of the Texas and Pacific Railway Company, under contract above referred to, on December 1, 1919, as electrical maintainer, and continued in such service, under said contract, performing his duties as such electrical maintainer until January 4, 1932;
7. That during the period of time from December 1, 1919, to January 4, 1932, the said H. A. Thompson became a member of the International Brotherhood of Electrical Workers, but his membership soon lapsed because he failed to accept the insurance plan of the Union;

tractual and seniority rights,—all regardless of what such services may now be named and regardless of under what department the work and services of such “electrical maintainer” may now be placed.

FACTS AND POSITION OF PARTIES: The petitioner states that he is entitled to be reinstated as electrical maintainer and the recovery of wages to the amount of \$16,046.00.

The carrier states there was no dispute pending and unadjusted in behalf of the claimant at the time the amended Railway Labor Act was approved and the Adjustment Board was created.

OPINION OF THE DIVISION: Section 3 (i) of the Railway Labor Act as amended June 21, 1934, provides:

“The disputes between an employe or group of employes and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this Act, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes.”

This Board does not have jurisdiction in cases that were not pending and unadjusted on the date of approval of this Act.

The record in this case shows that the controversy was not made a dispute and there was no asserting of the claim until July 20, 1938.

This dispute was not pending and unadjusted within the meaning of the Amended Railway Labor Act on the date of approval of the Act (June 21, 1934); therefore, this Board is without jurisdiction to pass upon the petitioner's claim.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 10th day of April, 1942.