

Award No. 689

Docket No. 652

2-ACL-CM-'42

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That the dismissal of Mossie Wright, colored car repairer, Waycross, Georgia, is without justification; and that he be reinstated to his former position with seniority unimpaired.

EMPLOYES' STATEMENT OF FACTS: Mossie Wright was employed by the Atlantic Coast Line Railroad Company on August 14, 1922, as car repairer, Waycross, Georgia.

On Thanksgiving Day, 1938, he borrowed the sum of ten (\$10.00) dollars from Car Inspector T. R. Higgs.

Rate of interest was one (\$1.00) dollar each pay day, or twice a month, equalling 240% per annum.

Payments of one, two, and sometimes three dollars were made to T. R. Higgs each pay day for approximately one year.

No written record was made of either the loan or payments made.

Mr. T. R. Higgs and wife sold this unrecorded, alleged unpaid indebtedness to Altman Grocery Company (Mr. Altman is deputy sheriff of Ware County) on or about December 1, 1939, credit being applied to Mr. Higgs' grocery account.

On February 19, 1940, Altman Grocery Company filed claim with the justice of peace in the amount of ten (\$10.00) dollars.

Notice of this claim was served on Mossie Wright on or about February 23, 1940.

To avoid garnishment and to avoid incurring the disfavor of the deputy sheriff and Mr. Higgs, Mossie Wright agreed to pay the alleged indebtedness.

Payments were commenced and continued through May, 1940. The June payment was missed and garnishee order was served in July.

Account was paid in full within a few minutes after garnishee order left the office of the justice of peace.

Effort was made immediately by the justice of peace to stop the service of this garnishment, but was unsuccessful.

doubt did this on the promise from the lawyer that if the negro could retain his job, he could pay on the account, whereas if they allowed the garnishment to stand, he would lose his job and they would get nothing. He worked this trick a good many times and got away with it.

Mossie Wright was fully aware of the company's rules in regard to garnishments. He was called in the office of the car foreman and the master mechanic repeatedly and warned about what would happen if he did not keep his personal affairs straight and quit bothering the company's office with his bills. He was even called in the office of the superintendent motive power on one occasion and warned about this. On each of these occasions, he promised to see that it did not happen again. In fact, when he was garnisheed in July, 1936, he stated to the master mechanic that if he was garnisheed again that he would quit the service and not come before him again. However, this, like all the rest of his promises, did not amount to anything.

The carrier endeavors to grant equal privileges and rights to all employees. They have over 900 employees at their Waycross, Ga., shops alone, and if each of these employees had been garnisheed as many times as Mossie Wright had been, the entire time of the supervisory and office forces would be consumed in handling these garnishments, to the exclusion of all other work, and even then it could hardly be taken care of. These garnishments also place additional work on the timekeeping department and the agency forces, as well as others.

It is noted that the employees base their claims for reinstatement of Mossie Wright on some legal technicalities in connection with the garnishment of the Altman Grocery Company. The fact that Wright sent someone to the justice of the peace to pay this bill in order to try to head off the garnishment, after he found out it had been placed, shows conclusively that he knew he owed the bill. However, he was not dismissed for this particular garnishment alone. This was just the climax to a long series of offenses. His previous record of evading bills and the number of garnishments placed against him previous to this one, fully justified his dismissal. In fact the company was entirely too lenient in tolerating this employee's disregard of the rules as long as they did, as it is very difficult to maintain discipline among a large group of employees if one employee is permitted to consistently break the rules and no action is taken.

The following exhibits show the record of Mossie Wright and handling given:

Financial record of Mossie Wright, colored car repairer, Exhibit A.

Copy of the receipt of booklet, "Rules and Regulations for the Government of Shops," by Mossie Wright on January 7, 1939, Exhibit B.

Affidavit from foreman car department, W. J. Parker, of previous handling with Mossie Wright, regarding his financial affairs interfering with the company's business, as Exhibit C.

Affidavit from master mechanic, C. A. White, of handling, showing that Mossie Wright was familiar with the company's rules and he had previously handled with him and that Mossie Wright promised he would handle his affairs to the extent that if he subjected the company to another garnishment, he would quit and not ask for further consideration, as Exhibit D.

We feel that the reinstatement of this employee would produce a new series of garnishments for the company to be molested with, and that it would have a bad moral effect on the rest of the employees.

Therefore, carrier respectfully requests the National Railroad Adjustment Board to dismiss this claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The evidence of record does not disclose adequate grounds for disturbing the disciplinary action of the management.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 15th day of January, 1942.