

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

PARTIES TO DISPUTE:

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

UNION TERMINAL COMPANY

DISPUTE.—(a) Did John Lane, Assistant Station Master, Union Terminal Company, Dallas, Texas, have the right under the provisions of the agreement to displace E. W. Estes, Gateman, who in turn displaced A. Felton, Gateman? (b) Shall E. W. Estes be restored to his former position of Gateman with seniority rights unimpaired? (c) Shall E. W. Estes and A. Felton be compensated by the carrier for wage loss sustained?

FINDINGS.—The Third division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

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.

On August 23rd, 1931, the position of Assistant Station Master, Union Terminal Company, Dallas, Texas, a position excepted from the provisions of the agreement between the parties, was abolished. The position was held by John Lane. Lane entered the service of the carrier as Gateman on October 8th, 1916. He was appointed Assistant Station Master on July 31st, 1917. With the abolition of the position of Assistant Station Master, the incumbent Lane was permitted by the carrier to assume the duties of the position of Gateman, thereby displacing E. W. Estes. Estes in turn displaced a junior in service, who was A. Felton.

There is no rule in the agreement between the parties which operated to preserve the seniority rights thereunder of John Lane while he occupied the position of Assistant Station Master, which position is excepted from the agreement herein referred to.

AWARD

(a) John Lane did not have seniority rights under the provisions of the Agreement to displace E. W. Estes, Gateman.

(b) (c) The carrier shall compensate E. W. Estes and A. Felton in an amount equal to the difference between what they have earned in any employment and that which they would have earned if not displaced, in the period from date that objection to Lane's appointment to position of Gateman was filed with the carrier, to date that he be removed therefrom in compliance with this award.

(d) This award does not contemplate any payment to employees Estes and Felton, or either of them, covering any period of time that their seniority did not, under the terms of this award, entitle them to any assignment.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 15th day of February 1935.