

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC LINES IN TEXAS & LOUISIANA

DISPUTE.—"Claim of employees for money payment of \$239.68 to J. A. Budd, Jr., covering thirty-four days' lost time, February 7, 1934, to March 13, 1934, the period of time he was denied the position of agent at DeQuincy, Louisiana, on which he elected to displace in accordance with the rules of Telegraphers' Agreement."

FINDINGS.—The carrier and the employee involved in this dispute are, respectively, carrier and employee 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. Said cause having deadlocked, Paul Samuell was called in as Referee to sit with this Division.

An agreement governing hours of service, working conditions, and rates of pay exists between the parties to this dispute bearing effective date of March 1, 1930.

That J. A. Budd, Jr., was regularly assigned to the position of agent, Port Barre, Louisiana. In addition to the position of agent, there was also a position of first trick telegrapher held by another employee. On January 31, 1934, the position of first trick telegrapher was abolished and the duties of telegrapher assigned to the agent. As Agent Budd was not a telegrapher, he was displaced from his position on that date.

That upon being displaced from agency at Port Barre, J. A. Budd, Jr., elected to exercise his displacement rights under the Telegraphers' Agreement and accordingly notified the proper officer of the carrier of his desire to displace the junior employee holding the position of agent at DeQuincy, Louisiana, in accord with the rules of the Telegraphers' Schedule Agreement, and advised that he wished to be checked in at DeQuincy on February 7, 1934.

One of the governing rules (3-e) of the Schedule Agreement reads:

"Employees not qualified as telegraphers or telephoners may displace either of the two (2) youngest regularly assigned employees junior to him holding a regular position in their class of service."

Another important rule, III (d), provides:

"When an employee bids in a vacancy and is not placed within thirty days, he shall be paid at the rate of position bid in and resulting necessary expenses for each day held from newly assigned position, in excess of thirty (30) days after position is bulletined."

On March 1, 1934, the General Manager advised Budd that he would be placed in the agency at DeQuincy, but he was not checked in until March 14, 1934. Since the last-mentioned date Budd has been filling the position as agent at DeQuincy in a satisfactory manner.

While the carrier may have had some reasonable cause to have questioned whether Budd could fill the position at DeQuincy in a satisfactory manner by reason of the Yard Master's duties, nevertheless the Board is of the opinion that the carrier should have made its decision within thirty days after February 7, 1934, and Agent Budd should have gone to work in his new position on or before March 7, 1934, that is to say, within the thirty-day period as provided in Rule III (d).

Because of the peculiar facts and circumstances in this case, this Board is of the opinion that this case should not be used as a precedent for similar cases.

AWARD

J. A. Budd, Jr., should be compensated for loss of time between March 7, 1934, and March 14, 1934, at the rate of pay which he received on March 14, 1934, and subsequent thereto.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 24th day of June 1935.