

NATIONAL RAILROAD ADJUSTMENT BOARD  
Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS  
BOSTON AND MAINE RAILROAD

DISPUTE.—“The Order of Railroad Telegraphers Committee request that Agents Forest and McDonald be restored to their positions as agents at Peabody and Beverly respectively and be paid the difference between what they would have earned at Peabody and Beverly and what they actually have earned and further that all employees covered by the Telegraphers' Agreement shall be compensated for any loss sustained, since their displacement due to the action of the Management in displacing Agents Forest and McDonald at Peabody and Beverly.

“Agents Forest and McDonald were told by the Management when they were removed to use their displacing rights under Rule No. 13 of the Telegraphers' Agreement. Agent Forest displaced Agent Eccleston at Danversport, which paid 70¼¢ per hour, Peabody paid 85¼¢ per hour. Agent McDonald displaced J. J. Callahan, Ticket Agent and Operator at Hudson, Mass., which paid 67¢ per hour, worked one day and relinquished his rights to the position, went on spare board and displaced Asst. Agent's position at Swampscott, Mass., which paid 59¢ per hour. Beverly paid 84¢ per hour.”

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

The carrier and the employees involved in this dispute are respectively carrier and employees 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 parties have jointly certified the following Statement of Facts, and the Third Division so finds, to wit:

“Separate and distinct agencies have been maintained at both Peabody and Beverly and have been included in the Telegraphers' Agreement for many years up to and including the present agreement.

“The personnel at these stations on May 31st, 1935, was:

<i>Peabody, Mass.</i>	<i>Beverly, Mass.</i>
1 Agent and Operator.	1 Agent and Operator.
1 Ticket Agent and Operator.	1 Ticket Agent and Operator.
1 Freight Cashier.	2 Asst. Ticket Agts. & Oprs.
1 Freight Clerk.	1 Baggage-man-Freight Handler.

On June 1st, 1935, Agents Forest and McDonald at Peabody and Beverly, respectively, were removed from these positions by the Management and the supervision of these Agencies was assigned to General Agent Kleebe, of Salem, Mass., whose position is not incorporated in the Telegrapher's Agreement.

The General Agent at Salem spends part of his time at Peabody and Beverly each day, other employees at both points carrying on the work in substantially the same manner as before the change.

Peabody and Beverly are approximately two (2) miles from Salem in somewhat different directions.

Both Peabody and Beverly are under separate Freight and Passenger tariffs, balance sheets, and all other station reports are made for each individual station, except the Demurrage report for Beverly, which is made at Salem, Mass.”

An Agreement, bearing effective date March 18, 1927, is shown to exist between the parties governing wages and working conditions of employees therein

designated, including position of Agent and Operator at Beverly at rate of 84 cents per hour, and including position of Agent and Operator at Peabody at rate of 85¼ cents per hour.

The Agreement cited does not permit of such transfer of assignment as described in the jointly certified Statement of Facts from a position and/or positions coming within the scope thereof to one conceded to be without the scope of same.

#### AWARD

On or before October 10, 1935, Employees Forest and McDonald shall be restored to position of Agent and Operator at Peabody and Beverly, respectively; and shall be reimbursed in an amount equal to that which they would respectively have earned had they not been displaced from positions to which they were respectively assigned June 1, 1935, less the amount earned by them respectively in other employment and less any additional amounts they might have earned through the exercise of seniority displacement rights.

The foregoing is without prejudice to the right of the carrier to continue or to, in fact, discontinue any Agency.

Under the circumstances involved in this case claims for compensation for other employees are denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,  
*Secretary.*

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