

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

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

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

DISPUTE.—"Shall Elizabeth Storhow be paid the difference between \$70.00 per month and \$102.00 per month, from September 18th, 1930, to May 15th, 1931?"

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

The carrier and the employe 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 complainant party states that on September 18th, 1930, position of Train Earnings Clerk, rate \$102.00 per month, in office of Auditor Passenger Traffic, Chicago, was put on and filled without bulletin; that Mrs. Elizabeth Storhow, who was the senior employe, was not permitted to take the position—and remained on the job at rate of \$70.00 per month; and that Position of Train Earnings Clerk was discontinued May 15th, 1931, having been on payroll eight months without bulletin.

The Carrier states that request was received from the Passenger Traffic Department on September 18, 1930, for earnings on certain trains, and it was understood that this additional information would be required for only a thirty-day period. There was such a volume of work involved in the request that the Train Earnings Report Clerk could not handle it. The Train Earnings Report Clerk received \$87.00 per month. There was also a position known as Conductors' Rate Clerk, carrying a rate of \$102.00 per month. The majority of the work on the position of Conductors' Rate Clerk was of such character it was decided this work could be deferred without detriment to the service, and the work of compiling the special additional information was assigned to the Conductors' Rate Clerk.

The Conductors' Rate Clerk continued to perform some of the duties regularly required on that position, but his major duties were that of Train Earnings Report Clerk. It later developed that the additional information requested extended over a much longer period than was anticipated on September 18th, and the Conductors' Rate Clerk continued to compile this necessary information. The reporting of this additional information terminated May 15, 1931.

An agreement bearing effective date of January 1, 1931, exists between the parties, and employes rely on Rules 7 and 8 thereof in support of claim. These rules read:

"RULE 7. Promotion Basis.—Employes covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excellent positions.

"NOTE.—The word 'sufficient' is intended to more clearly establish the right of the senior clerk or employe to bid in a new position or vacancy where two or more employes have adequate fitness and ability."

"RULE 8. Bulletins—Office Districts.—On seniority districts where only one office is located, new positions or vacancies will be promptly bulletined, in agreed upon places accessible for all employes affected, for a period of five (5) days. Employes desiring such bulletined positions will file their application with the designated official within that time, and assignment will be made within five (5) days thereafter. The name of the successful applicant will immediately thereafter be posted for a period of five (5) days where position was bulletined."

Carrier cites Rule 67, reading:

"Preservation of Rates.—Employees temporarily or permanently assigned to a higher rated position will receive the higher rate for that position only during the time such salary is not carried on the payroll for regularly assigned employee. Employees temporarily assigned to lower rated positions shall not have the rate reduced."

The facts in this case are that no new position of Train Earnings Report Clerk was created. The additional work in question carried a rate of \$87.00 per month, and this work was assigned to an employee holding the position of Conductors' Rate Clerk, rate \$102.00 per month. Mrs. Storhow was assigned to another position with rate of \$107.00 per month, May 1st, 1931. She was granted leave of absence effective November 1st, 1934, and resigned May 1st, 1935.

AWARD

Claim denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary.*

Dated at Chicago, Illinois, this 30th day of September 1935.