

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

GULF COAST LINES

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY

SUGARLAND RAILWAY COMPANY

ASHERTON & GULF RAILWAY CO.

(Guy A. Thompson, Trustee.)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood:

"(a) That the carrier is violating the Current Clerk's agreement by refusing to bulletin the position of Steno-Clerk in the Live Stock Agent's office at Houston, Texas; and

"(b) That the position shall be bulletined in accordance with Rule 10 and filled in accordance with Rule 4."

EMPLOYEES' STATEMENT OF FACTS: "On May 1, 1939 the position of Steno-Clerk in the Live Stock Agent's Office at Houston, Texas became vacant. The carrier, first failed to bulletin the position, and after being requested to issue bulletin refused to do so.

"The Office of Live Stock Agent is a part of the Freight Traffic Department Seniority District which District is comprised of Freight Traffic offices located at various points over the entire line of road.

"The vacancy on this position was filled by the transfer of an employee from the Division Superintendent's office, which office is a part of a seniority district separate and apart from the Freight Traffic department. Such filling of the vacancy was accomplished without any attempt being made to apprise employees in the Freight Traffic Department Seniority District of the possibility of a vacancy occurring or giving Freight Traffic employees an opportunity of seeking or applying for said vacancy when it did occur.

"The carrier stated that when excepted positions became vacant the employees in the seniority district where the vacancy occurs may make application for the position, and if qualified will be given due consideration, but definitely refuses to bulletin the position."

employees shall establish and accumulate seniority from the date of such employment on the roster and seniority district of the employees they supervise.

"It is the contention of the Carrier that there is no rule contained in the present agreement with the Brotherhood of Railway Clerks which provides that vacancies on excepted positions will be bulletined to all or any class of employees covered by the agreement; in fact, the agreement specifically sets out that such positions are excepted from the rules covering the assignment of employees to such positions; that the Carrier is only required under the rules to give preference to employees covered by the agreement in the filling of excepted positions; that in this particular case preference was given to employees covered by the agreement inasmuch as the employee who was selected to fill the position of Steno-Clerk to Live Stock Agent on May 1, 1939 was filling a position which is covered by the Agreement and that in view of the evidence as submitted in this case your Honorable Board should render an award sustaining the position of the Carrier."

There is in evidence an agreement between the parties bearing effective date of April 1, 1939.

OPINION OF BOARD: The position of Stenographer-Clerk in the Live Stock Agent's office at Houston, Texas, is excepted from the provisions of the assignment, promotion, displacement, and hours of service rules of the agreement. It is not excepted from the provisions of Bulletin Rule 10 (a), but is excepted from other provisions of Rule 10.

When a future vacancy occurs, the position shall be bulletined in accordance with Rule 10 (a), and in filling it, preference shall be given to employees covered by the agreement in accordance with Note 2 to Rule 4.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

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;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim shall be disposed of in accordance with the Opinion.

AWARD

Claim to be disposed of in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 12th day of March, 1940.