

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION EMPLOYEES**
THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.

DISPUTE.—"Shall W. G. Miller be paid at the rate of \$177.00 a month, less amount earned on other positions, account not being assigned to position of Perishable Freight Inspector at Muscatine, Iowa, between June 26th, 1932, and August 1st, 1932?"

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

The carrier or carriers and the employee or employees involved in this dispute and 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.

On June 26, 1932, temporary position of Perishable Freight Inspector, rate \$177.00 per month, was established at Muscatine, Iowa. It was anticipated position would be on for not more than thirty days and was, therefore, not bulletined. When it was found position would be required for longer than thirty days, it was bulletined, as required by clerical schedule, for an expected duration of ten days. Mr. S. Francis, junior to W. G. Miller in seniority, was placed on the temporary position on June 26, 1932. On bulletin of July 26, 1932, Mr. R. L. Beaham, senior qualified applicant, was assigned.

An agreement (bearing effective date January 1, 1931) exists between the parties governing wages and working conditions of employees therein designated; and it is shown that Icing and Refrigerator Inspectors became subject to the general provisions thereof December 5, 1930, by virtue of a certain Mediation Agreement.

Both parties cite certain rules from the said agreement as bearing upon the subject of dispute, and the Third Division finds Rule 19 and paragraph 3, Rule 25, thereof to be germane, as follows:

"RULE 19. Positions or vacancies of thirty days' or less, duration, shall be considered temporary, and may be filled without bulletining. However, when found vacancy will extend beyond thirty-day limit, same shall be immediately bulletined, showing, if practicable, expected duration of vacancy."

"RULE 25. When forces are increased, employes shall be returned to service in the order of their seniority rights. Employes desiring to avail themselves of this rule must file their address with the proper official at time of reduction and advise promptly of any change in address. Employes failing to return to the service within seven days after being notified (by mail or telegram sent to the address last given) or give satisfactory reason for not doing so will be considered out of the service."

It is shown that the parties have an understanding that furloughed employes, if available, will be recalled to fill temporary positions or vacancies of thirty days, or less, duration.

It is further shown that, as of June 26, 1932, both Inspectors Francis and Miller were on the furlough list account of force reductions, and that the real question here presented goes to the qualifications of employe Miller for position of Perishable Freight Inspector at Muscatine, Iowa, assigned to inspect cabbage and to supervise the preparation of cabbage shipments and the loading of same.

AWARD

Claim allowed upon its individual merits, less amount earned in other employment.

By Order of Third Division:

Attest:

NATIONAL RAILROAD ADJUSTMENT BOARD.

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 4th day of March 1935.