

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

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

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY
(FRANK O. LOWDEN, JAMES E. GORMAN, AND JOSEPH B. FLEM-
ING, TRUSTEES)**

DISPUTE.—"Shall Mrs. Mabel C. Pease be reinstated to her position of Stenographer to Division Storekeeper at Shawnee, Oklahoma, and reimbursed for monetary loss sustained account being removed from service close of work day December 31, 1934?"

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

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.

The case being deadlocked, Paul Samuell was called in as Referee to sit with this Division.

The following statement of facts is jointly certified by the parties, and the Third Division so finds:

"Mrs. Pease was removed from service effective at the close of work December 31, 1934.

"Mr. C. P. Clark, Division Storekeeper at Shawnee, Oklahoma, under date of January 2, 1935, addressed the following letter to Mrs. Mabel C. (Burke) Pease, who was stenographer (rate \$125.00 per month) in his office, and has been in Rock Island service since September 10, 1909:

"This is to advise you that you are being held out of service, effective December 31, 1934, on account of your marriage to Mr. Guy S. Pease at Muskogee, Oklahoma, on October 6, 1934, in violation of the Company's rule, effective February 1, 1931, which provides:

"Single women who marry while in the Company's employ will forfeit their positions."

"Will advise you later as to date of investigation."

A contract dated January 1st, 1931, was in effect between the parties. This contract contained no provisions relating to the dismissal of single women who marry while in the company's service.

Early in January 1931 efforts were made by the parties to this dispute to agree upon methods of providing employment for needy furloughed employees which might be accomplished by displacement of employed married women.

At a conference held on January 8, 1931, between representatives of the Carrier and representatives of the employees the following Rules were tentatively agreed upon and to become effective February 1st, 1931:

RULE 1. Married women, who have able-bodied husbands, will not hereafter be employed by this company.

RULE 2. Single women, who marry while in the Company's service, will forfeit their position.

These rules became effective shortly thereafter between the Carrier and certain classes of the employees, but were not accepted between the representatives of the Brotherhood of Railway and Steamship Clerks, Freight Handlers,

Express and Station Employees, who represented Mabel C. Pease, although the Carrier representatives represent that they considered Rule 2 to have been accepted and adopted between the Carrier and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

At a conference held on April 17th, 1931, between the representatives of the Carrier and the representatives of the employees, Mr. J. Y. McLean, representing the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, claims to have verbally withdrawn that organization from any understanding regarding Rule 2.

While it appears from the record that Rule 2 was in effect between the Carrier and certain classes of the employees, yet it does not appear that Rule 2 was ever in force and effect between the Carrier and the Clerk's organization. Under the schedule between the parties as it existed on December 31, 1934, the Carrier was without right to remove Mabel C. Pease from service by reason of her marriage on October 6th, 1934. It appears, however, from the record that the Carrier had reasonable reasons to believe that Rule 2 was in effect on said last-mentioned date, and that it was within its rights in dismissing Mrs. Pease.

AWARD

Mabel C. Pease shall be reinstated to her position of Stenographer to Division Storekeeper at Shawnee, Oklahoma, but her claim for reimbursement for monetary loss sustained account of being removed from service close of workday December 31, 1934, is denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 16th day of July 1935.