

Award No. 555

Docket No. CL-574

**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 GULF  
RAILWAY COMPANY**

(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

**STATEMENT OF CLAIM:** "Claim of Miss Aileen Castleberry for reinstatement of position of Stenographer, office of Freight Claim Agent, Fort Worth, Texas, rate \$117.00 per month, to a full-time basis and reimbursement for monetary loss sustained since March 15, 1933, at which time her position was placed on part-time basis."

**STATEMENT OF FACTS:** The Employes state the facts to be:

"On March 15, 1933, position of Stenographer in office of Freight Claim Agent, Fort Worth, Texas, was reduced in working days per month from a fulltime position to approximately one-half time. Prior to March 15, 1933, this position of Stenographer was assigned a rate of pay of \$117.00 per month. Since March 15, 1933, the position has been required to work the first fifteen days of each month and paid a daily rate based on \$117.00 for the full month for actual time worked. During the last fifteen days of the month the stenographic work on this position is transferred to a position not covered by the Clerks' agreement and, in some cases, has been handled by parties who are not paid by the Rock Island, but who are working for experience."

The Carrier states the facts to be:

"July 11, 1930, Miss Aileen Castleberry entered the service as a stenographer in the Law Department of the Chicago, Rock Island and Gulf Railway at Fort Worth, Texas, being personal stenographer or secretary to T. D. Pace, the Freight Claim Agent.

"As a result of the depression our business in Texas greatly decreased, and there were fewer claims and less work in the Law Department, particularly for the Freight Claim Agent. It was possible, effective April 16, 1933, to dispense with the service of Miss Castleberry; and necessary stenographic work for the Freight Claim Agent was handled by the private secretary of the General Attorney. However, in order to give Miss Castleberry the benefit of part-time employment she was used approximately two weeks each month, taking care of any accumulated stenographic work that was on hand in the Law Department, and particularly the work of the Freight Claim Agent; and was used at various times as an extra comptometer operator and typist in the sub-district accounting and timekeeping office.

"Rule 1 (b) of the current clerical schedule in effect January 1, 1931, provides:

clerks' agreement does apply, has ever been prepared for the Law Department, including the claim agents' forces at Fort Worth, and no claim or protest has ever been presented in that respect.

"While the work handled by the Freight Claim Agent at Fort Worth corresponds to work handled by the General Superintendent of Freight Claims for the C. R. I. & P. Ry. at Chicago, who has a separate office and department in the Hamilton Park office building seven miles south of the general office building at La Salle Street Station and reports to the General Solicitor in our general office at Chicago, it will be noted by referring to the clerks' schedule Rule 1, paragraph (f), that even the General Superintendent of Freight Claims at Chicago has certain positions excepted from the clerks' agreement. These positions include a personal stenographer, as well as a chief clerk. Miss Castleberry, was the personal stenographer to the Freight Claim Agent in the Law Department at Fort Worth, but if she were located at Chicago she would be in the same category as the personal stenographer in the office of General Superintendent of Freight Claims, that is, excepted from the contract, and her position would therefore be considered as an exception, even though the Claim Agent and Freight Claim Agent were not in fact a part of the Law Department offices at Fort Worth, Texas.

"Since the position in question is an excepted one and not subject to the rules and regulations of the clerical schedule, the position of the employees that Miss Castleberry be reinstated in the service of the carrier has no merit and can not be sustained."

**OPINION OF BOARD:** The evidence indicates the position in question is not excepted; it is within the scope of the agreement, and Rules 46 and 64 are applicable.

Due to the facts and circumstances involved, and without establishing a precedent, the Division feels an equitable adjustment will be made by restoring the position and compensating Miss Aileen Castleberry for wage loss effective April 1, 1937, subject to deduction of amounts earned in other employment.

**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 employee involved in this dispute are respectively carrier and employee 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 position in question is within the scope of the agreement and Rules 46 and 64 apply.

#### AWARD

Claim sustained, as indicated in above Opinion, effective April 1, 1937, subject to deduction of amounts earned in other employment.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson,  
Secretary.

Dated at Chicago, Illinois; this 21st day of December, 1937.