

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

SOUTHERN PACIFIC COMPANY—PACIFIC LINES

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that employe Florence Solomon, Comptometer Operator, Timekeeping Bureau, Coast Division, should be accorded seniority date in conformity with provisions of Memorandum of Agreement signed at San Francisco, California, September 8, 1942, and other supporting rules of Clerks' Agreement with the Carrier.

EMPLOYEES' STATEMENT OF FACTS: An Agreement bearing date of October 1, 1940, as to rules and working conditions, is in effect between the parties to this dispute. The employe involved in this claim is covered by that Agreement.

This instant claim was instituted by the then Division Chairman in a letter dated May 9, 1944, to Division Superintendent:

"May 9, 1944

Mr. J. J. Jordan, Superintendent
Southern Pacific Company
Third & Townsend Streets,
San Francisco 7, California.

Dear Sir:

Claim is hereby presented in behalf of Florence Solomon, Comptometer Operator, Timekeeping Bureau for a proper seniority date.

She started work in the Central Timekeeping Bureau in 1934 as a part-time calculator operator, and worked as such until September 1943. She was then assigned to a position of Comptometer Operator on Roster 1, and on April 20th, 1944 she was assigned to a position of Comptometer Operator No. 669, under the quota as provided in the Agreement which was signed at the time the Central Timekeeping Bureau was dissolved.

Inasmuch as she has been assigned to a permanent position she is entitled to her seniority in accordance with the agreement covering "part-time calculator operators."

In granting her a proper seniority date it would close the quota on machine operators open to the Central Timekeeping Bureau employes.

Employees performing service in the Central Timekeeping Bureau, as pointed out in the foregoing statement of facts, were carried on seniority Roster No. 6 (accounting department), while employees performing service in the timekeeping bureau, Coast Division, San Francisco, are carried on the Coast Division Seniority Roster No. 1; said rosters are on entirely separate and distinct seniority districts. Therefore, by virtue of the above-quoted agreement provisions, the claimant could not be allowed credit for the part-time service she performed in the Central Timekeeping Bureau during the period from September 18, 1934, to August 31, 1943, in establishing a seniority date on Coast Division Seniority Roster No. 1.

When the claimant was accorded a seniority date of September 16, 1943, the Memorandum of Agreement of September 8, 1942, was in all respects complied with and no basis exists for according the claimant a seniority date prior to September 16, 1943.

CONCLUSION

The carrier submits that the foregoing position clearly and conclusively establishes that the claim in this docket is without basis or merit and, therefore, respectfully submits that it should be denied.

OPINION OF BOARD: From September 18, 1934 to August 31, 1943, Claimant performed part time service as a Calculator Operator in Carrier's Central Timekeeping Bureau at San Francisco. Employees working in this department were carried on Seniority Roster No. 6 of the Accounting Department. It is not disputed that under agreements then existing, Claimant was not given a seniority date on Roster No. 6 for the reason that she never acquired a permanent position during that period, a condition precedent to the obtaining of a seniority date on that roster. On September 1, 1943, the work of the Central Timekeeping Bureau was transferred to district time keeping offices located at the headquarters of the various division superintendents. On September 16, 1943, Claimant began service as a part time Calculator Operator at the Coast Division Office in San Francisco. On November 6, 1943, she was assigned a permanent position of Comptometer Operator and accorded a seniority date of September 16, 1943, on Coast Division Seniority Roster No. 1, it being the date she commenced part time work in the Coast Division Office.

It is the contention of the Organization that Claimant is entitled to credit for the part time worked in the Central Timekeeping Bureau, whose employees were carried on Roster No. 6, in determining the correct seniority date to be assigned her on Coast Division Seniority Roster No. 1. The Carrier contends that under existing agreements, Claimant's Seniority date is the date she commenced her part time work in the Coast Division Office.

An Agreement entered into on September 8, 1943, provided in part as follows:

"It is hereby agreed * * * that in perpetuation of the principles as to method of allowing seniority dates to certain part-time workers, that the following will govern with respect to the establishing of seniority dates by part-time calculating machine operators, part-time typists, and part-time check writers * * * on the seniority roster under which the work is performed:

"Such a worker will be entitled to a seniority date only when she (or he) has been assigned to a clerical or machine operator position advertised under Rule 33 of the working agreement, either on a temporary or permanent basis."

It seems clear to us that under the foregoing rule, a part-time calculating machine operator can take credit for time worked in fixing a seniority date only on the seniority roster under which the work is performed. While Claimant worked approximately nine years as a part-time calculating ma-

chine operator on work covered by Seniority Roster No. 6, when she discontinued performing work covered by that roster without ever attaining a regular position on a permanent basis, she never became entitled to a seniority date on that roster and the contingent time credits toward seniority if she ever became entitled to a seniority date on Roster No. 6, lost even their contingent value. When Claimant commenced part-time work covered by Coast Division Roster No. 1 on September 16, 1943, and subsequently on November 6, 1943, was assigned a regular position on a permanent basis, the contingency occurred which permitted the use of her part-time performed under Seniority Roster No. 1 toward the establishment of her seniority date in that seniority district.

It is not the province of this Board to be governed by apparent equities of the existing situation or to correct seeming inequities where the language of the agreement is plain and unambiguous. Under such circumstances we will enforce the agreement as made by the parties. Claimant's seniority date was correctly fixed as of September 16, 1943, and no basis for an affirmative award exists.

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

That the parties waived oral hearing thereon;

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 26th day of July, 1946.