

The Third Division consisted of the regular members and in addition Referee Ronald L. Miller when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(The Pittsburgh and Lake Erie Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Pittsburgh and Lake Erie Railroad Company, (P&LE):

On behalf of furloughed Signalman J. D. Knutti:

(a) Carrier violated Rule #37 of the current Signalmen's Agreement when, on May 15, 1985, Carrier removed Signalman J. D. Knutti from the Seniority Roster of the Pittsburgh & Lake Erie Railroad Company, Signal Department.

(b) Carrier should now restore Mr. Knutti on the Seniority Roster of the Pittsburgh & Lake Erie Railroad Company, Signal Department."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

Parties to said dispute waived right of appearance at hearing thereon.

Rule 37(a) states:

"An employee furloughed by reason of force reduction or having been displaced must within 10 days file his address in writing with the Superintendent of Signals and Communications and the General Chairman and must notify both the Superintendent of Signals and Communications and the General Chairman in writing immediately upon any change in address in order to protect his

seniority. Failing to comply with these provisions or to return to service within 14 consecutive calendar days after being notified in writing to return for a permanent position in as high a class as he held when furloughed, he will forfeit all seniority." (underlined, emphasis added)

On April 25, 1985, the Carrier notified the Claimant that:

"You are hereby notified in accordance with the provisions of Rule 37 of the Signalmen's Agreement that your seniority entitles you to hold a regular permanent position in the Signal Department. You must return to service within fourteen (14) days from the date you receive this letter or you will forfeit your seniority as provided for in Rule 37 of the agreement." (underlined), emphasis added)

Subsequently, the Carrier notified the Claimant that his name had been removed from the Seniority Roster because he did not respond during the fourteen (14) day period that started when the Claimant received the April 25, 1985 letter of recall.

The Organization contends that the fourteen (14) day period would not start until the Claimant receives a permanent position by a bulletin. However, this position incorporates language not found in Rule 37(a). That Rule states only "... for a permanent position ..."; no mention is made of "... by a bulletin." The Carrier's letter complied with the requirement of Rule 37. It put the Claimant on notice that his seniority entitled him to hold a regular permanent position and it advised him of the consequence of failing to respond within fourteen (14) days from the date of receipt of the recall letter. This Board does not have the authority to alter Rule 37 by adding language to achieve the Organization's purpose.

The Carrier complied with the requirements of Rule 37 and the Claimant failed to return to service within the specified period. The loss of seniority under Rule 37 is self-executing. The Claimant was removed properly from the seniority list. This portion of Rule 37 is clear, self-executing and must be enforced as written by the parties.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 25th day of February 1988.