

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John W. Yeager, Referee.

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Management improperly abolished a Grade "B" position in the Dining-Car Department, Group No. 1, Seniority District No. 1, Long Island City, New York, under the Gradation of Work Agreement and assigned the work to others holding appointive positions.

EMPLOYEES' STATEMENT OF FACTS: The positions involved in this claim are located in the Dining-Car Department of the Pennsylvania Railroad Company, Long Island City, New York, and are considered in Group No. 1, Seniority District No. 1 of that Department.

Clerical position Symbol C-76, a Grade "B" position under the Gradation of Work Agreement, was established March 16, 1946. This position was advertised and awarded in accordance with seniority, fitness and ability.

A Rules Agreement, effective May 1st, 1942, entered into by and between the Carrier and this Brotherhood is on file with your Board and is considered as part of these Facts.

An Agreement, effective July 1st, 1944, providing for the Gradation of Work and fixing rates of pay in this Department is also on file with your Honorable Board and will be considered a part of these facts.

The following items of work with amount of time devoted to each were included in the duties of Position, Symbol C-76:

Semi-monthly distribution of pay drafts to all Dining Car Employees.	60 Hrs.
Maintaining records of pay drafts returned to the Treasurer and the requesting of pay drafts which have been returned to the Treasurer for all Dining Car Employees who request same.	40 Hrs.
Maintaining of all sick cases involving all Dining Car Employees, issuing R.D.5's and handling all R.D.26's forwarded by the Medical Examiner and writing the necessary correspondence.	42 Hrs.
Maintaining of all Surety Bonding records for employees and the cancellation of same.	6 Hrs.
Figuring monthly increases for Dining Car Stewards. . .	2 Hrs.
Maintaining all records for deceased employees and the handling of all correspondence pertaining thereto. .	17 Hrs.

OPINION OF BOARD: The claim of the Brotherhood is that the Carrier, in Seniority District No. 1, Long Island City, New York, abolished a position in the Dining Car Department and in violation of the controlling agreement between the parties assigned the work of the abolished position to three other positions, all receiving a higher rate of pay than the one abolished.

The Carrier did abolish the position and did also transfer the work of the position to three other positions. The facts in this connection are that the position abolished was one coming under the Scope Rule of the Agreement. The positions to which the work of the abolished position was assigned also came under the Scope Rule. They were however excepted from the operation of certain other rules by a supplemental agreement which by its terms became a part of the original agreement.

It is the substantial contention of the Brotherhood that the Carrier could not without violation of the Agreement make this transfer to positions not fully covered by the rules. It does not, however, contend that there would have been a violation had the work of the abolished position been assigned to a position or positions fully covered.

The Carrier insists that it abolished the position as it had the right to do under the rules and that the work was reassigned in strict conformity with the rules. It insists that in the event a position covered by the Scope Rule is abolished it has the right to assign work of that position to any other position coming within the Scope Rule of the Agreement remaining in existence at the place where the position was abolished without regard to the question of whether or not the position to which work is assigned has been exempted from the operation of certain other rules of the Agreement.

The determination of this dispute depends upon analysis of the following portions of Rule 3-C-2.

"(a) When a position covered by this Agreement is abolished, the work previously assigned to such position which remains to be performed will be assigned in accordance with the following:

(1) To another position or other positions covered by this Agreement when such other position or positions remain in existence at the location where the work of the abolished position is to be performed

* * * *

"(b) Where the work of an abolished position is assigned to employees coming under the provisions of this Agreement, such work, when it is practicable to do so, will be assigned to a position or positions with rates equal to or in excess of the rate of the position abolished."

The position in question was abolished, the work was assigned to positions having rates of pay at least equal to the one abolished, and we think that within the meaning of the provisions of the rule it was assigned to positions covered by the Agreement. The words "position or positions covered by this Agreement" are in no wise restricted or limited by other words, phrases or provisions and this being true we must conclude that they must have reference to and embrace all positions covered by the Scope Rule of this Agreement.

The Carrier did not violate the Agreement.

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 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 claim has not been sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 28th day of April, 1948.