

Award No. 11040

Docket No. CL-10677

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that —

(a) Carrier violated Rules of the Clerks' Agreement at Jackson, Tennessee, when on November 16, 1956 without negotiation and agreement it transferred G. M. Reid's name and part of his assigned duties from the Jackson and Kentucky Shop Jurisdiction Seniority District to the Memphis Shop Jurisdiction Seniority District.

(b) That G. M. Reid's name and the work transferred be restored to the Jackson and Kentucky Shop Jurisdiction Seniority District.

EMPLOYEES' STATEMENT OF FACTS: Prior to October 1, 1956 Carrier maintained a position titled Master Mechanic at Jackson, Tennessee, with jurisdiction over the territory extending approximately two hundred sixteen (216) miles south and one hundred ten (110) miles north of Jackson and other lines intersecting within this area. The clerical employees working in this jurisdiction retained seniority rights on the Jackson and Kentucky Shop Jurisdiction Seniority Roster.

Claimant Reid was assigned to a clerical position in the Master Mechanic's office at Jackson, Tennessee, and retained seniority rights on the Jackson and Kentucky roster, rank No. 9 with seniority date of April 16, 1923. (Employees' Exhibit No. 1)

Effective October 1, 1956 the position of Master Mechanic at Jackson, Tennessee, was abolished and the territory formerly under his jurisdiction was placed under the jurisdiction of the Master Mechanic at Memphis, Tennessee.

The Jackson and Kentucky seniority district and roster was not disturbed, i.e., the employees in the territory formerly under the Master Mechanic at Jackson, Tennessee, remained on the same roster as theretofore. (Employees' Exhibit No. 2)

It is obvious that this claim must fail because the Carrier has under Rule 19 the right first of all to effect such transfers, and secondly it is well recognized that such rights remain undiminished unless they have been bargained away in the schedule agreement. There is no rule in the schedule agreement which has diminished the Carrier's rights in this respect.

The right of this Carrier to move a clerical position from one location to another has been specifically upheld in Third Division Award 7420. There is no basis for this claim, and it should be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The essential facts are that the Carrier on October 1, 1956, abolished the office of Master Mechanic at Jackson, Tennessee and the territory under the Master Mechanic at Jackson was consolidated with the territory under the jurisdiction of the Master Mechanic at Memphis. There was no change in the seniority districts. At this time the Carrier transferred Clerk G. M. Reid with his position from Jackson to Memphis. The Carrier claims it was permitted to do this under Rule 19 of the Agreement while the Organization contends that the transfer of positions, work and/or employees without mutual agreement violates the Agreement and they rely on Rules 4 and 64, past practice and prior awards of the Third Division.

Rule 19 is as follows:

"Transferring

Employees transferred with their positions from one seniority district or roster to another shall retain their positions and continuous seniority. Employees transferring from one seniority district or roster to another shall rank from date of transfer on seniority district or roster to which transferred."

Rule 4(c) reads as follows:

"(c) The seniority districts and rosters enumerated in Rule 4 may be subdivided or consolidated by mutual agreement between the Manager of Personnel and the General Chairman, in which event records of employees affected will be transferred without change."

When the Carrier consolidated the territories of the Master Mechanics at Jackson and Memphis, it advised the General Chairman that no change was being made in the rosters or seniority districts because of the change of jurisdiction of the Master Mechanic at Memphis. But it is contended that the transfer of Clerk Reid with his position to Memphis was a change in the seniority districts and because there was no agreement the collective bargaining agreement was violated.

All provisions of the Agreement must be read together and each given proper effect relative to every other provision. To adopt the construction urged by the Organization would have either of two effects. Either we

must read into Rule 19 a provision requiring prior agreement between the parties or read out of the agreement Rule 19 altogether. We cannot amend the agreement of the parties by either adding or deleting provisions thereof.

It is argued that past practice and prior awards support the contention that an agreement is required in situations confronting the Division in this case. But the examples shown appear to relate to consolidation or subdivision of rosters or the establishment of new rosters, or the change of rates of pay or duties and properly were controlled by Rule 4(c). Likewise the prior awards cited related to the transfer of work and not the employee, or removal of work to be performed by employees in the district to which removed, or subdividing rosters. In the case before the Division the record shows that the employee and his position was transferred, and the employee, when transferred, performed substantially the same duties at Memphis as he had at Jackson.

The record further shows that when transferred Clerk Reid took his position on the Roster at Memphis.

The transfer of a single employee with his position from one district to another may be a change in the respective rosters but it is not a subdivision or consolidation as contemplated by Rule 4(c).

Based on the facts of record and the meaning and intent of the pertinent rules as hereinabove expressed, we have concluded that the claim is without merit and should therefore be denied.

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

That the parties waived oral hearing;

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1963.