

Award No. 13380
Docket No. CL-13731

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5230) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rules 3-C-2(a) and 3-E-1(b) when it established a new Consolidated Accounting Bureau for freight station accounting at Fort Wayne, Indiana, Northwestern Region, on or about March 16, 1959, and then unilaterally transferred positions and work from twelve freight stations in twelve cities in the Northwestern Region to this new office.

(b) H. A. Huhn, incumbent of clerical position, Symbol No. F-008, L. J. Clevidence, incumbent of Symbol No. F-009, and R. E. Baker, incumbent of Symbol No. F-016, Freight Station, Lima, Ohio, each be allowed eight hours' pay a day for March 16, 1959, and all subsequent dates until adjusted.

(c) O. R. Chatterson, incumbent of clerical position, Symbol No. FG-8, and P. E. Beersboom, incumbent of Symbol No. FG-207, Freight Station, Grand Rapids, Michigan, each be allowed eight hours' pay for June 4, 1959, and all subsequent dates until adjusted.

(d) C. L. Poth, incumbent of clerical position, Symbol No. FB-2, R. D. Neuman, Symbol No. FB-3, L. B. Burgin, Symbol No. FB-9, Freight Station, Bucyrus, Ohio and any other employees adversely affected, each be compensated eight hours' pay a day for June 1, 1959, and all subsequent dates until adjusted.

(e) Harold Knapp, incumbent of clerical position, Symbol No. F-15-F, Freight Station, Sturgis, Michigan, be allowed eight hours' pay a day for May 19, 1959, and all subsequent dates until adjusted.

(f) L. A. Pock, incumbent of clerical position, Symbol No. FK-2, H. W. Lee, incumbent of Symbol No. FK-3, R. W. Workman, in-

cumbent of Symbol No. FK-7, R. K. Lemke, incumbent Symbol No. B-46-G, Freight Station, Kalamazoo, Michigan, and any other employees adversely affected, each be compensated eight hours' pay a day for August 11, 1959, and all subsequent dates until adjusted.

(g) J. D. Shafer, incumbent of clerical position, Symbol No. FL-10, E. L. Hall, incumbent of Symbol No. FL-102, Passenger Station, Logansport, Indiana, and any other employee adversely affected, each be compensated eight hours' pay a day for March 16, 1959, and all subsequent dates until adjusted.

(h) Alberta Penrose, incumbent of clerical position, Symbol No. FS-27-F, J. R. Mordue, incumbent of Symbol No. FS-4, C. W. Ray, incumbent of Symbol No. FS-7, R. A. Nason, incumbent of Symbol No. FS-29, Freight Station, South Bend, Indiana, and any other employees adversely affected, each be compensated eight hours' pay a day for May 18, 1959, and all subsequent dates until adjusted.

(i) L. L. Flora, incumbent of clerical position, Symbol No. F-90-F, Freight Station, Muskegon, Michigan, be compensated eight hours' pay a day for June 4, 1959, and all subsequent dates until adjusted.

(j) D. H. Nesbit, incumbent of clerical position, Symbol No. FM-2, C. I. Carroll, incumbent of Symbol No. FM-17, Freight Station, Marion, Indiana, and any other employees adversely affected, each be compensated eight hours' pay a day for May 19, 1959, and all subsequent dates until adjusted.

(k) D. L. Wolfe, incumbent of clerical position, Symbol No. F-112, at Warsaw, Indiana, R. D. Cartwright, Relief Position, M. R. Ponzil, and any other employees adversely affected, each be compensated eight hours' pay a day for May 4, 1959, and all subsequent dates until adjusted.

(l) R. M. Tell, incumbent of clerical position, Symbol No. F-S-F, Freight Station, Kendallville, Indiana, and any other employees adversely affected, each be compensated eight hours' pay a day for August 18, 1959, and all subsequent dates until adjusted.

(m) Jerry Bushong, incumbent of clerical position, Symbol No. F-34, Freight Station, Columbia City, Indiana, and all other employees adversely affected, should be allowed eight hours' pay a day for September 22, 1959, and all subsequent dates until the violation is adjusted.

[Dockets 1025 to 1036, inclusive.]

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimants in this case held positions and the Pennsylvania Railroad Company — hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942, except as amended, covering Clerical, Other Office, Station and Storehouse Employees between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of

OPINION OF BOARD: It is contended by Claimant that the Carrier reorganized its operation at Fort Wayne, Indiana, Northwestern Region, on March 16, 1959, when it established a new Consolidated Accounting Bureau at Fort Wayne, in violation of Rule 3-E-1 (b) of the effective Agreement, and then unilaterally transferred positions and work from twelve freight stations in twelve cities in the Northwestern Region to this new office in violation of Rule 3-E-1 (b) and Rule 3-C-2.

It is Carrier's contention that there has already been a determination on this property that Rule 3-E-1 (b) has no application to the situation presented here, as what has occurred is all within one seniority district; furthermore, that there are no facts presented in the record which would justify the application of Rule 3-C-2.

There is no denial of the fact that we are concerned with but one seniority district. In Special Board of Adjustment 374, Award No. 26, the same parties were involved as here and on this same property, the facts were similar and the issues identical. The claim was denied under the holding in that Award that Rule 3-E-1 (b) had no application because the transfers set forth in the claim were all within one seniority district.

This Award has been cited with approval in Award 12285 (Kane), involving these same parties, and the comprehensive opinion in that Award is by reference made a part of this Opinion. Award 12285 has been cited with approval in Award 13061 (Engelstein). We can see no reason for disturbing the conclusions reached in these prior awards.

There is nothing contained in this record which would justify this Board in finding there has been a violation of Rule 3-C-2 of the Agreement.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.