

DOCKET NO. 101 --- Decision by Committee

International Brotherhood of Teamsters, Chauffeurs,)
Warehousemen and Helpers, Local 518, Marine Employees)
vs.) PARTIES TO DISPUTE
Erie-Lackawanna Railroad Company)

QUESTION: Local #518, Marine Employees, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers **claims** Paul Cannariato was given arbitrary seniority on a Brotherhood of Railway and Steamship Clerks' roster which would have **materially** reduced the amount of Displacement Allowance **due him** had he chosen to **ignore** it.

FINDINGS: On May 22, 1961, agreement was reached with the **Brotherhood of Railway Clerks** implementing the New **Orleans** Conditions, the Washington Agreement of **May**, 1936, and the system rules agreements of the Clerks with the two former railroads (**Erie-D&W**).

Carrier asserts that as of the date of the merger (**October** 17, 1960) claimant was performing full time clerical **work** in the Boat Dispatcher's Office on former Erie, notwithstanding his being paid oilers' rate of pay.

Subsequent to merger and the delay **encountered** by court action **implementing** agreement was consummated with the Brotherhood of Railway and Steamship Clerks and by separate memorandum of agreement dated June 15, 1961, clerical **positions** in the separate Marine Oepts. of former Erie and former **Lackawanna** were merged and the work consolidated and integrated.

Claimant's name and seniority date as a clerk was **shown** as March 14, 1945 on affidavit.

Claimant under date of June 27, 1961 in the exercise of his clerical **seniority** bid for various positions in the office of Boat Dispatcher and was awarded the **position of Assistant** Boat Dispatcher, effective **July** 19, 1961.

Claimant was not compelled to **exercise** his seniority rights under the clerks' **agreement**. The record discloses that management informed him that if he exercised the seniority which he had on the Marine Oilers' seniority **roster** - dated **November** 26, 1940 - in applying Section 6a of the Washington Agreement the carrier would in **determining** his displacement allowance **follow** that **portion** reading as follows :

"* * * except **however**, that if he fails to exercise his **seniority** rights to secure another available position, which does not **require** a change in residence, to which he is entitled under the **working** agreement and which carries a rate of pay and **compensation** exceeding **those** of the position which he elects to retain, he shall thereafter be treated for the purposes of this **section** as occupying the position which he **elects** to decline."

DECISION: Claim denied.