SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE ) Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees and Pennsylvania Railroad Company

QUESTIONS AT ISSUE:

(a) Did the Carrier violate the provisions of the National Employment Stabilization Agreement dated February 7, 1965, when it transferred seven positions from the Stores Department, Logansport, Indiana, Chicago Division Seniority District, across seniority lines, to the Stores Department, Columbus, Ohio, Columbus Division Seniority District, without entering into an implementing agreement as provided in Article III, of the Agreement of February 7, 1965, thereby adversely affecting a number of employes?

(b) Should each of the employes named in the Employes' Statement of Facts be restored to the employment status held by him prior to August 6, 1965, be compensated for all monetary loss sustained, and be allowed the other options and benefits provided in the Agreement of February 7, 1965, until the Agreement is properly applied?

(c) Shall the Carrier be required to give proper notice and negotiate and appropriate implementing agreement to provide for:

(1) The changes in work locations?

(2) The transfer of positions and employes, from one city to another, across seniority lines?

(3) The application of the elections and benefits provided in Article V of the February 7, 1965 Agreement to employes who are required to move their places of residence?

OPINION OF BOARD: The seven Claimants herein were notified by the Carrier that their positions would be transferred from Logansport, Indiana to Columbus, Ohio, effective August 6, 1965. One of the Claimants transferred to Columbus with his position, while the remaining Claimants exercised their seniority to positions in Logansport. The Organization, thereafter, instituted the instant claim on the ground that the Carrier was required to enter into an implementing agreement pursuant to Article III of the February 7, 1965 National Agreement.

The Carrier vigorously rejected the Organization's contention that an implementing agreement was required, predicated upon the interpretation of Article III of the National Agreement issued on November 24, 1965, as follows:

> "1. Implementing agreements will be required in the following situations:
> (a) Whenever the proposed change involves the transfer of employes from one seniority district or roster to another, as such seniority districts or rosters existed on February 7, 1965.
>
> (b) Whenever the proposed change, under the agreement in effect prior to February 7, 1965, would not have been permissible without conference and agreement with representatives of the Organizations."

The Carrier relies on paragraph 1 (b) above, by specifically adverting to Rule 3-E-1 of the effective Agreement between the parties, as follows:

> "3-E-1 (a) Employes whose positions are transferred to another seniority district will, if they choose to follow such positions, carry their seniority with them and will retain and continue to accumulate seniority in their home seniority district. Employes not electing to follow their positions may exercise seniority in their home seniority district under Rule 3-C-1."

Thus, the Carrier asserts that Rule 3-E-1 eliminates the necessity to enter into an implementing agreement and that such condition is recognized by the previously quoted interpretation. In our view, the Carrier's argument is meritorious.

Award

The answer to questions (a), (b) and (c) is in the negative.

Murray M. Rohman
Neutral Member

Dated: Washington, D.C.
March 7, 1969