

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTION 1. Did the Carrier violate the February 7, 1965 Agreement
AT ISSUE: when it refused to make an implementing agreement and
allow a separation allowance for Mr. Howard E. White when
it transferred his position to Hagerstown, Maryland from
Baltimore, Maryland, effective April 1, 1972?

OPINION
OF BOARD: Effective April 1, 1972, Claimant's position as Secretary to
the Chief Engineer was transferred from Baltimore to Hagerstown
-- in the same seniority district -- a distance of approximate-
ly seventy-five miles. Claimant elected not to transfer nor to exercise his
seniority; instead, requested a lump sum separation allowance pursuant to
Article V of the February 7, 1965 National Agreement.

The Organization premised the instant Claim on the ground that
the Carrier violated Rule 27 of the Schedule Agreement, as well as the February
7, 1965 Agreement, by failure to enter into an Implementing Agreement -- due to
transfer of work.

At the outset, it should be noted that Article V of the
February 7, 1965 Agreement, in substance, provides for a lump sum separation
allowance in the event "an implementing agreement has been made." Thus, the
issue before us is whether the Carrier was required to negotiate and execute an
Implementing Agreement.

The instant matter is not a case of first impression before our
Board. On numerous occasions, we have interpreted Article II, Section 1 --
failure to retain or obtain a position available to him in the exercise of his
seniority rights --. See Award Nos. 39, 96, 103, 157 and 266. On other
occasions, we have discussed the requirements for an Implementing Agreement pur-
suant to Article III. The essence of the various awards interpreting Article
III, have expounded and reiterated the principle that an Implementing Agreement
was not required when work only was transferred within the same seniority dis-
trict. See Award Nos. 40, 42, 43, 106, 124, 189, 191, 206, 216, 219, 248, 276,
284 and 291.

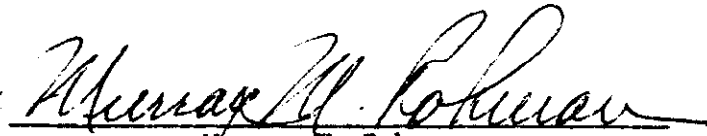
In view of our previous rulings, it is our considered judgment
that the Carrier did not violate the Agreement.

Award No. 346
Case No. CL-58-E

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Award:

The answer to the question is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D.C.
April 18, 1973

