

AWARD NO. 249
Case No. TCU-15-E

SPECIAL BOARD OF ADJUDICATION NO. 605

PARTIES) Erie Lackawanna Railway Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION
AT ISSUE:

Are employees protected employees, who, on October 1, 1964, had two or more years employment relationship with the Carrier, and who transferred from one class of service to another during the two years immediately preceding October 1, 1964, retaining their seniority in the class from which transferred?

OPINION

OF BOARD: The Organization members of the Disputes Committee withdrew R. J. Cody as a Claimant, since Carrier's Submission showed that his employment did not start until April 14, 1964.

The two other Claimants had worked for Carrier for many years. Each held seniority as a Clerk on October 1, 1962, and transferred to service in the Telegrapher class during the two years prior to October 1, 1964. According to the Organization, they have the requisite two-year employment relationship, since they had been promoted from Clerk to Agent and Question No. 9 on Page 4 of the Interpretations of November 24, 1965, therefore is applicable.

Question and Answer No. 9 state, as follows:

Can employment in more than one craft be counted in determining protected status?

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Ordinarily no; however, in cases such as promotion of a telegrapher to train dispatcher, promotion of a clerk to yardmaster, etc., where the seniority in the craft from which promoted is retained, employment in the higher classification will be counted.

Carrier contends that service in the Clerk and Telegrapher crafts cannot be combined in calculating the period of Claimant's employment relationship. Not only does Question No. 9 provide that employment in more than one craft cannot be counted, it was said, but the stated exception concerning promotion is not applicable; the Telegraphers' agreement does not deal with retention of Clerks' seniority, and there is no agreement between the two Organizations on the subject.

While there is an agreement between the Clerks and Carrier that employees moving into the Telegraphers' craft would retain Clerks' seniority, this case does not hinge on Claimant's employment as a Clerk but as a Telegrapher. The claim is not that of a Clerk seeking credit for time in a higher position, but of a Telegrapher who seeks credit for time in a lower position. The latter is not anticipated by the Interpretation which says that "employment in the higher classification will be counted." (Underlining added.) Thus in the example given in the Interpretations a Clerk promoted to Yardmaster can count service as a Yardmaster in qualifying for protected status as a Clerk. Under the circumstances even if Clerk to Telegrapher were the kind of promotion anticipated, a Clerk could receive credit for employment as a Telegrapher, but not vice versa.

In any event, promotions, as identified in Question No. 9 are not movements from one craft to which the February 7, Agreement is applicable to another covered by that Agreement. Both cited examples are clearly supervisory positions, in crafts which are not signatory to the February 7, Agreement. If a move such as Clerk to Agent had been intended to come within the definition of promotion in the Interpretations, or if employment

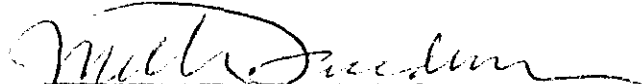
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in different crafts were to be pooled, it would have been more logical to refer to those than to the specific kind of promotion described.

A period of employment as a Clerk antedating Telegrapher service thus was not intended to be included in calculating the employment relationship entitling a Telegrapher to protected status.

A W A R D

With respect to Claimants, the answer to the Question is No.


Milton Friedman
Neutral Member

Dated: July 8, 1971
Washington, D. C.