

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,  
Express and Station Employees

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket 316 - Lake Region Case 25496 - "Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rules 2-A-2 (a), 2-A-3, and 3-C-1 (a), when it failed to permit Clerk B. M. Emmerick to exercise seniority on clerical position Symbol B-111-G, in the office of the Assistant Train Master, Sandusky, Ohio, Lake Region.

(b) The Claimant, B. M. Emmerick, should be allowed eight hours pay a day as a penalty, for December 3, 1957, and all subsequent dates until the violation is corrected. The Claimant should also be reimbursed for any additional expense incurred as provided in Rule 4-G-1 (b) and (c)"

FINDINGS:

Claimant here was denied the right to exercise seniority on Clerical Position B-111-G because Assistant Train Master Kaeger advised this Claimant:

"As you do not have a knowledge of shorthand, you are not qualified for position B-111-G and your claim is, therefore, denied."

It is Organization's position that shorthand was "improperly included" in the position when E. L. Hostetter became Train Master. It was included by the use of this language: "take shorthand in a rapid and efficient manner."

The position was awarded to a Mrs. Alice P. Smeyzer, who was a junior to the Claimant here.

We have consistently upheld Management's right to determine the content of a job, the qualifications of the person who is to fill the job and its right to make such changes in its set up as will result in more efficient operation, or better meet the needs of the service.

Here Management, in the person of the trainmaster, placed in the bulletined duties of the position "take shorthand in a rapid and efficient manner." We find no fault with the Carrier wanting to have in its employ the most skilled

people it can find. But the person who could meet the requirements of this language could qualify as a professional shorthand reporter and find more remunerative employment outside the railroad industry.

We think Carrier exceeded its authority in the use of such language because the Agreement itself (Rule 2-A-1a) stipulates that the "bulletin will show position, location, primary duties x x." (Emphasis supplied)

We say this in the light of this record which shows that transcripts of trials were made for years in long hand or direct typing.

We believe a sustaining award is in order for these reasons, as well as the handling of the claim by the Train Master as evidenced by his letter of November 27 to the Division Chairman, Lake Region.

AWARD:

Claim sustained to extent of wage loss.

Signed this 12th day of December, 1961.

/s/ Edward A. Lynch,  
E. A. Lynch, Chairman

/s/ A. E. Myles  
A. E. Myles, Carrier Member

/s/ A. B. Seward  
A. B. Seward, Employee Member