

SPECIAL BOARD OF ADJUSTMENT 374

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

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket 370 - Southwestern Region Case 96-57 - "Claim of the
System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rule 3-E-1 (b), when it transferred a portion of the duties of clerical positions Symbols F-38-F, from Frankfort, Indiana, F-64-F, from Seymour, Indiana, F-58-F, from Columbus, Indiana, and F-8-F, from Limesdale and Greencastle, Indiana, Southwestern Region, to the Consolidated Accounting Bureau, located in the Freight Office, Indianapolis, Indiana, Southwestern Region, without an Agreement with the Brotherhood, effective August 16, 1957.

(b) The following Claimants and incumbents of the affected positions, should be allowed eight hours pay per day, as a penalty, commencing August 16, 1957, and continuing until the violation is corrected:

Mr. L. M. Bay	Position F-38-F	Frankfort, Ind.
Mr. F. R. Salsbury	Position F-64-F	Seymour, Ind.
Miss Margaret Williams	Position F-58-F	Columbus, Ind.
Mr. C. C. Callahan	Position F-8-F	Limesdale, Ind.
Mr. C. C. Callahan	Position F-8-F	Greencastle, Ind.

(c) Any amounts due the Claimants to be determined by a joint check of the Carrier's records by representatives of the Carrier and the Employees."

FINDINGS:

Rule 3-E-1 of the applicable agreement covers, as the margin title indicates, transfer of employees.

Paragraph (a) thereof specifically covers "employees whose positions are transferred to another seniority district." The following sentence is in the same vein: "Employees not electing to follow their position x x x ." This, too, means follow their positions to another seniority district.

Paragraph (b) is the one relied upon here by the Organization. If it could be lifted out of context, it might offer the Organization some support. But it must be considered in its relationship to the entirety of the Rule.

Paragraph (c) next following uses the language "when employees do not elect to follow their positions x x x."

Follow where? To another seniority district! The language is clear. It says when they do not elect to follow their positions "under paragraphs (a) and (b) of this rule (3-E-1) but exercise seniority in their home seniority district x x x."

The transfers involved in this claim were all within one seniority district. The claim will be denied.

AWARD:

Claim denied.

Signed this 12th day of December, 1961.

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

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

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