

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 364 - S. G. O. Manager, Freight Claims Case
"Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Clerks' Rules Agreement, effective May 1, 1942, except as amended, particularly Rule 4-C-1, and the National Vacation Agreement, when it arbitrarily removed Clerk Thomas J. Devon, Freight Claim Department, Philadelphia, Pennsylvania, from his regular position and assigned him to fulfill the regular position of a vacationing clerk.

(b) Thomas J. Devon, Clerk, be compensated an additional day's pay, at his regular rate, for each day from July 23, 1956, to July 27, 1956, inclusive.

FINDINGS:

Claimant occupies a Grade "A" position in the office of Manager, Freight Claims, Philadelphia. The duties of his position require the "investigation and settlement of Claims." Normally the Claimant is engaged in the handling of "review" claims in the Merchandise Unit. In the period from July 23, 1956 to July 27, 1956, the Claimant was assigned to Grade "A" position handling "export and Import" claims, while the Incumbent of the latter position was on vacation.

It is Carrier's position that there are two sections in his General Merchandise Claims Department, viz., (1) Review Section and (2) Delayed Claims Section; that the former handles claims which can be handled immediately while the second section handles "other claims". It states the volume of claims is variable, and it is a common past practice to move men from one section to another.

Organization charges Carrier's action violated Rule 4-C-1 and the National Vacation Agreement. Carrier, however, properly points out that the Organization expanded its claim after handling on the property to include the charge that the National Vacation Agreement was violated.

Confining the claim to a violation of Rule 4-C-1 we fail to find any substantive proof. The two jobs worked the same hours. Carrier asserts no overtime had been worked on either job in 6 years.

We participated in two 3rd Division Awards involving Rule 4-C-1.
They were Awards 7642 and 7783.

The Board stated in the latter.

"In the instant case we must hold that Carrier exercised its Management prerogatives in arranging its work to meet the service requirements at this particular installation (Award 5331); that claimants worked the assigned hours of their positions performing work within their craft or class and were paid the highest rate applicable (Award 7082); that Organization has failed to prove that the 'accumulation of work' involved could have been subsequently performed at overtime without injury to the service carrier is required to maintain; that claimants here were not 'injured' (Award 7082, 7642); that Carrier's action in assigning duties to Claimants Mills and Der Tativasion on the shift in question was not for the purpose of 'absorbing overtime' and that the Organization has failed to prove that Carrier's action was violative of the current agreement."

AWARD:

Claim denied.

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