

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 No. 320 - Northern Region Case No. NN-77 - "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 3-C-2 and 4-F-1, when it abolished the position of Shipper and Receiver held by J. L. Schlosser at the Car Shop, Olean, New York, Northern Region, effective April 19, 1956.

(b) The position should be restored in order to terminate this claim and that J. L. Schlosser, F. E. Tilly, L. A. Clemons and all other employees affected by the abolishment of this position would be restored to their former status (including vacations) and be compensated for any monetary loss sustained by working at a lesser rate of pay; be compensated in accordance with Rule 4-A-2 (a) and (b) for work performed on Holidays, or for holiday pay lost, or on the rest days of their former positions; be compensated in accordance with Rule 4-A-3 if their working days were reduced below the guarantee provided in this rule; be compensated in accordance with Rule 4-A-6 for all work performed in between the tour of duty of their former positions; be reimbursed for all expenses sustained in accordance with Rule 4-G-1 (b); that the total monetary loss sustained, including expenses, under this claim, be ascertained jointly by the parties at time of settlement. (Award 7287) (Docket 320)"

FINDINGS:

Carrier's act in abolishing the position of Shipper and Receiver here involved was taken as a result of a general reduction in its car repair program at Olean car shop. A force of 47 Maintenance of Equipment employees was furloughed.

This being a factually correct statement, it is only logical that the duties of Claimant's job would have greatly diminished in the light of the following, being the primary duties of the Shipper and Receiver position:

"J. L. Schlosser, Group 1 Shipper and Receiver -- Receive and ship material. Help on monthly inventory. Be familiar with freight car material. In addition to this position prepared reports and helped in dispensing small items from the Storehouse."

We find no violation of the Agreement on Carrier's part in abolishing the job in question, or in assigning such of the duties as did remain to the Store Attendant position.

A study of this record reveals no violation of L-F-1, as charged.

With respect to Organization's statement that Claimant now receives \$.024 less per hour in the Store Attendant position, to which he bumped, than he received in Shipper and Receiver position, its remedy lies in Rule 3-C-2 (d).

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