Docket CL-11566
Award No. 38

SPECIAL BOARD OF ADJUSTMENT NO. 374

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

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket No. 341 - Buckeye Region Case No. C-186 - "Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, when on June 26, 1957, it refused to permit Clerk H. W. Price to exercise seniority on clerical position Symbol U-2-E, in the Car Department, Columbus, Ohio, Buckeye Region.

(b) The Claimant, H. W. Price, be compensated for all monetary loss sustained, including vacation qualifying rights, commencing June 25, 1957, and continuing on all subsequent dates until the Claimant is permitted to exercise his seniority rights, and the violation is corrected. (Docket 341)."

FINDINGS:

There are two important points to be considered in this case.

The first is the status of Claimant's vision in June of 1957.

Carrier described it as defective. Organization had him examined by Dr. H. E. Brown. The result of that examination and by Carrier's Medical Department follow:

	Dr. Brown	Carrier
Left eye	20/30	20/33
Right eye	20/60	20/67

The numerical results of the two examinations are close. Both doctors found Claimant to have a cataract on the right eye.

Carrier states that the man holding position sought by Claimant would, at times, be required to leave the office and walk out through the Car Shop past moving equipment. Organization disputes this point, asserting such hazards do not exist.

We believe they can exist. We also believe Carrier has the right to require such a clerk to walk to various points in the performance of his work. In such event, there would be a hazard for a person with visual defects.

The second important point is that the Organization's doctor, who examined this Claimant, stated flatly:

"there is no reason that he can't perform desk work."

He confined his visual capabilities to the desk.

We will, therefore, deny this claim because there is no evidence that Carrier acted in an arbitrary or capricious manner in exercising its rights in this area.

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, Employe Member