

Referee Robert M. O'Brien

PARTIES The American Railway Supervisors Association
TO
DISPUTE: Penn Central Transportation Company

STATEMENT OF CLAIM: It is the claim and request of the Petitioning Organization that:

1. Respondent Carrier violated Rule 18 of the Agreement effective January 16, 1953, when they refused to pay Mr. R. S. Hannan, Supervisor C&S for travel and other expenses incurred when he moved from Detroit, Michigan to St. Thomas, Ontario, Canada.
2. Carrier shall be required to pay Mr. R. S. Hannan for personal expenses for sixty (60) days while transferring his residence, plus free transportation of his household goods from Windsor, Ontario, Canada to St. Thomas, Ontario, Canada.

OPINION OF BOARD: Claimant held a position of Supervisor C&S at Detroit, Mich. He bid in and was assigned to a position of Supervisor C&S at St. Thomas, Ontario. Contending that Rule 18 was applicable, claimant submitted the present claim for moving expenses and personal expenses for 60 days while transferring from Detroit to St. Thomas.

Carrier, however, maintains that ever since its inception, Rule 18 has been interpreted as applying to Supervisors of C&S who are required to move by promotion or displacement. And claimant made a voluntary, lateral move for which Rule 18 does not apply.

We cannot agree with Carrier's contention that past practice on this property should determine whether Rule 18 is applicable to the case at hand. Rule 18 clearly and unambiguously provides that "Supervisors transferring to positions which necessitate a change in residence ..." It does not say when such transfers are due to promotion or displacement or when made at the request of the Company. The term transferring, as used therein, is not qualified nor made subject to any enumerated exceptions. Rule 18 is clear and unambiguous and must be applied as written. We have no authority to alter Rule 18 via interpretation by including therein exceptions that the parties themselves failed to include when they drafted the Rule. Rule 18 applies to transfers which necessitate a change in residence and this clearly encompasses claimant's transfer herein. If the parties wish to alter the clear terms of Rule 18 they must do so by negotiation for we are without power to do so.

Yet we do agree with Carrier that 60 days is not a reasonable period of time as that term is used in Rule 13. We conclude that 30 days is a reasonable time relative to the claim before us. Consequently we will sustain the claim for actual expenses incurred by claimant as a result of moving his household goods from Windsor to St. Thomas, and personal expenses for a reasonable period of time which we consider to be 30 days.

FINDINGS:

The Fourth Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

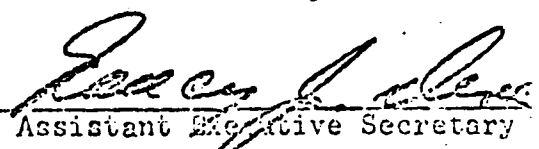
The parties to said dispute waived right of appearance at hearing, but were granted privilege of appearing before the Division with Referee sitting as a member thereof, to present oral argument.

A W A R D

Claim sustained per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: Executive Secretary
National Railroad Adjustment Board

By 
Assistant Executive Secretary

Dated at Chicago, Illinois, this 6th day of July, 1973.