

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) The Atchison, Topeka and Santa Fe Railway Company
TO) and
DISPUTE) Brotherhood of Railway and Steamship Clerks, Freight
Handlers, Express and Station Employees

QUESTION

AT ISSUE: Is it a requirement of Article III of Mediation Agreement, Case No. A-7128, dated February 7, 1965, and the Interpretations thereof, dated November 24, 1965, that the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees is required to enter into an implementing agreement with The Atchison, Topeka and Santa Fe Railway Company to provide for the transfer of surplus off-in-force-reduction protected Group 3 station clerical employees from Corwith, Illinois, to various points on the Santa Fe System where need for their service exists?

OPINION

OF BOARD: Due to changes inaugurated by the Republic Carloading and Distributing Company and Clipper Carloading Company in handling their own freight, a large surplus of protected Group 3 station clerical employees were acquired by the Carrier. The Organization, aware of the cost involved to the Carrier, consented to execute an implementing agreement on September 23, 1965, despite the Organization's allegation of the "absence of any technological, operational or organizational changes."

Thereafter, on April 7, 1966, the Carrier again served a notice on the Organization requesting it to enter into another implementing agreement predicated on the surplus of protected Group 3 station clerical employees at Corwith. The Organization, in substance, refused to enter into such implementing agreement on the ground, as previously mentioned, that the Carrier was not involved in any technological, operational and organizational changes.

At this juncture, we believe it would be materially helpful to set forth an agreed upon position by the parties herein. They recognize that some confusion may have inadvertently developed due to the initial haste in the preparation of the February 7, 1965 Agreement, resulting in a careless combination of two separate provisions within Article III, Section 1. They are, therefore, in accord that a more careful phraseology of the conjunctive thought expressed therein would indicate that Carriers need not be engaged in a technological, operational and organizational change in order to require Organizations to enter into an implementing agreement. Hence, it is accepted that the Carrier shall have the right to transfer work and/or transfer employees throughout the system, where

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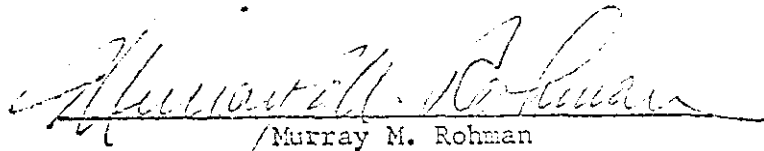
such do not require the crossing of craft lines, in consideration of the protective benefits provided by this Agreement.

Thus, the first defense advanced by the Organization for its refusal to execute an implementing agreement, namely, that the Carrier was not involved in a technological, operational and organizational change, necessarily must be rejected. Hence, the next question is directed at the last sentence contained in Section 1 of Article III. The Carrier's reason for transferring these surplus employees was based upon a need to "provide a force adequate to meet the Carrier's requirements." This latter phrase was originally contained in the Shop Crafts Agreement of September 25, 1964. It is, furthermore, urged by the Carrier that a prima facie case for such need has been established. Hence, there is imposed upon the Organization an obligation to execute such an implementing agreement. In substance, the Carrier argues that the record is barren of any challenge by the Organization directed at the Carrier's need for such force.

In our view, having disposed of the question associated with the technological, operational and organizational changes, the Carrier has demonstrated a requirement for an adequate force. Hence, the Organization, under the facts alleged herein, is required to enter into an implementing agreement.

Award

The question is answered in the affirmative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
March 7, 1969