

AWARD NO. 276
Case No. TCU-49-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Burlington & Quincy Railroad Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTIONS

AT ISSUE: 1. Does the transferring of any work performed by employees covered by the Telegraphers' Agreement to employees not covered by that Agreement constitute a violation of Article III, Section 1?

2. Did Carrier violate the Agreement when it moved work performed by employees covered by the Telegraphers' Agreement from one point to another without first following the procedure set forth in Article III, Sections 1 and 2?

OPINION

OF BOARD: 1. As the result of the abolition of Telegrapher positions at East Winona, Wisconsin, in November, 1965, certain clerical work was transferred to individuals covered by the Clerks' Agreement at Winona, Minnesota. However, prior awards of the Third Division on this property (14322, 14323) established that the Telegraphers' Agreement is not violated by such transfer of work. Consequently, pursuant to those awards and Award No. 11 of this Committee, which held that this was not a crossing of craft lines, Article III, Section 1, was not violated.

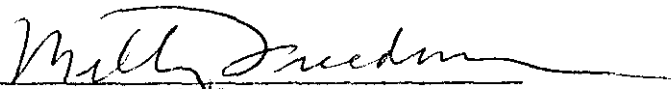
2. Every transfer of work from one location to another does not require an implementing agreement. Page 10 of the Interpretations dated November 24, 1965, gives the two circumstances when implementing agreements are required. Neither appears applicable to Carrier's transfer of Telegrapher work from East Winona to LaCrosse, since a transfer of employees

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from one seniority district to another was not involved and there is no showing that the change made could not have been effectuated without prior conference and agreement.

A W A R D

The Answer to the Questions is No.


Milton Friedman
Neutral Member

Dated: Washington, D. C.
November 16, 1971