

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE:) Brotherhood of Railway, Airline and Steamship Clerks,
 Freight Handlers, Express and Station Employees
 and
 The Baltimore and Ohio Railroad Company

QUESTIONS
AT ISSUE:

(1) Did those certain changes which Carrier made at Keyser, West Virginia, effective July 1, 1965, constitute technological, operational and/or organizational changes under the provisions of Article III of the February 7, 1965 Agreement and the Interpretations of November 24, 1965?

(2) Did the Carrier violate the provisions of the February 7, 1965 Agreement and the Interpretations thereto, particularly Article III, when it instituted ~~those~~ certain changes at Keyser, West Virginia without first negotiating an appropriate implementing agreement?

(3) Shall the Carrier be required to negotiate an appropriate implementing agreement to provide for:

- (a) The changes in work locations?
- (b) The transfer and/or use of employees and the allocation or rearrangement of forces?
- (c) The duties and work requirements of positions involved?
- (d) The rates of pay?
- (e) The application of the elections and benefits provided in Article V of the February 7, 1965 Agreement to employees who are required to move their place of residence?

(4) Shall Carrier now be required to return the Stores Department work to Keyser, West Virginia until such time as an appropriate implementing agreement has been reached?

(5) Shall the Carrier be required to compensate each and every protected employee involved in or affected by the changes instituted at Keyser, West Virginia, effective July 1, 1965, the wage losses they have suffered on and after July 1, 1965 and accord each and every such employee the full allowances and benefits prescribed in the February 7, 1965 Agreement?

- 2 -

OPINION OF BOARD: Effective with the close of business on July 1, 1965, eight clerical positions in the Stores Department of this Carrier at Keyser, West Virginia, were abolished following the abandonment of the Heavy Repair Shop at that location. The parties then entered into an interim agreement providing that the Carrier would pay the occupants of the abolished positions five days per week at their "protected" rates; that they would not be required to displace on other jobs; and that their services could be used on existing vacancies or other temporary work at Keyser. Subsequently, the Carrier decided it would be unnecessary to transfer any of the affected employees to other locations and advised the Organization that an implementing agreement under the February 7, 1965 Mediation Agreement would not be required. It has continued to pay the employees under the aforesaid interim agreement.

The material fact in this case is that the Carrier made an operational change which resulted in the transfer of work from one location on its system to another. None of the employees affected by the change was transferred. Each was permitted to remain at the initial location and was paid the protected rate.

Under the factual circumstances, the Board finds that no implementing agreement is required by Section 1 of Article III of the February 7, 1965 Mediation Agreement.

AWARD

The answer to Question (1) is "Yes". The answer to Questions (2), (3) and (4) is "No". Question (5) must also be answered in the negative because the evidence establishes that the affected employees were and are being paid at the protected rates and hence have suffered no wage loss.

REFEREES:

Lloyd H. Butler
William H. Egan
David L. Link

Washington, D. C. - December 19, 1967