

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Brotherhood of Railway, Airline and Steamship Clerks, Freight  
TO ) Handlers, Express and Station Employees  
DISPUTE ) and  
Western Maryland Railway Company

QUESTION 1. Did the Carrier violate the rules of the February 7, 1965  
AT ISSUE: Agreement when it refused to make an implementing agree-  
ment and allow a separation allowance for Mrs. A. Celeste  
Condy and Mrs. K. K. Wyatt, when it abolished their  
positions at Baltimore, Maryland and transferred the work  
to Hagerstown, Maryland on April 1, 1972?

OPINION

OF BOARD: Effective April 1, 1972, telephone switchboards at Baltimore  
and Cumberland were removed and the operator positions  
abolished. Upon abolishment of their positions, Claimants  
elected not to exercise their seniority rights to a position at Hagerstown --  
a distance of approximately seventy-five miles from Baltimore. Thereafter, the  
Organization filed the instant Claim alleging that the Carrier violated the  
February 7, 1965 National Agreement, by failure to enter into an Implementing  
Agreement. Article V of the February 7, 1965 Agreement, in substance, provides  
for a lump sum separation allowance in the event an Implementing Agreement has  
been made. Hence, the Organization's thrust herein is to the effect that  
Carrier was required to negotiate an Implementing Agreement.

In support of said argument, the Organization alleges that the  
Carrier made "--substantial operational and organizational changes in transfer-  
ring all telephone switchboard operations to Hagerstown, Maryland, on April 1,  
1972, and refused to enter into an implementing agreement to provide for the  
work transfer and protecting benefits for the adversely affected employees."

In turn, the Carrier rejected the Organization's contention  
that an operational and organizational change had been affected. Instead, it  
alleged that, "the result was accomplished by utilizing the capabilities of the  
existing system rather than introducing any new technologies."

In essence, the Carrier contends that the abolishment of the  
positions herein was a result of a sharp decline in business; therefore, it  
caused a significant reduction in the number of telephones and in the telephone  
service required. Furthermore, Claimants could have displaced at Hagerstown --  
a failure to obtain a position available in the exercise of seniority rights --  
Article II, Section 1 of the February 7, 1965 National Agreement. In addition,  
the instant dispute is concerned solely with a normal abolishment of positions,  
without any technological, operational or organizational change; hence, an Im-

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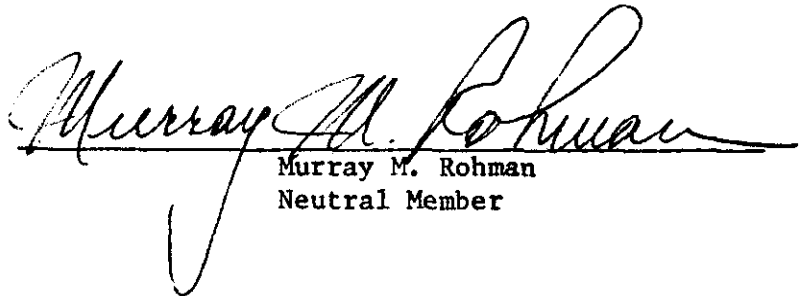
plementing Agreement was not required.

Thus, the nub of the Organization's argument is predicated upon the fact that where work only is transferred, the Carrier is required to enter into an Implementing Agreement. Our Board has consistently adhered to the principle that Article III, Section 1 of the February 7, 1965 Agreement, does not require an Implementing Agreement where the transfer of work only is involved. See Award Nos. 40, 42, 43, 106, 124, 189, 191, 206, 216, 219, 248, 276, 284 and 291.

It is, therefore, our considered judgment that the Carrier did not violate the Agreement.

Award:

The answer to the question is in the negative.

  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
April 18, 1973

