

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO THE)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Chicago, Burlington and Quincy Railroad Company

QUESTIONS
AT ISSUE:

(1) Did those certain changes which Carrier made at East St. Louis, Illinois, effective February 21, 1966, constitute technological, operational and/or organizational changes under the provisions of Article III of the February 7, 1965 Agreement?

(2) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Articles III and VIII thereof, when, it instituted those certain changes at East St. Louis, Illinois, without the giving of proper notice and negotiation of appropriate implementing Agreement?

(3) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Articles III and VIII thereof, when, in instituting those certain changes at East St. Louis, Illinois, it transferred certain clerical work, service, duties and operations to employees of another craft, represented by another labor organization?

(4) Shall the Carrier be required to return the clerical work at East St. Louis, Illinois to employees within the Clerks' Agreement?

(5) Shall the Carrier be required to compensate each and every employee involved in or affected by the transfer of work across craft lines, instituted at East St. Louis, Illinois effective February 21, 1966, and each day thereafter, the wage losses they have suffered on and after February 21, 1966? The employees involved or affected by the technological, operational and organizational changes are shown on a separate statement attached hereto as Employees' Exhibit No. 1.

OPINION
OF BOARD:

The carrier installed IBM equipment and allegedly transferred certain clerical work to telegraphers. A claim was filed with this Disputes Committee contending that work had been transferred across craft lines in violation of Article III, Section 1, of the February 7, 1965 Agreement.

The same dispute insofar as it alleged a violation of the scope rule was the subject of a claim before the Third Division, National Railroad

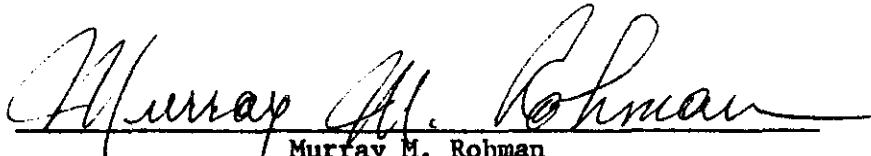
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Adjustment Board and was disposed of by Third Division Award 20217. It was held in that decision that the evidence involved did not establish a violation of the scope rule. Also see recent Third Division Award 20477 between these parties on the same issue.

After careful analysis of the docket and the cited awards we conclude that no crossing of craft lines occurred. Accordingly, the issue before us in this case has been disposed of by our Awards 2, 19 and 204.

AWARD

The answer to the questions is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
May 21, 1975