

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTIONS
AT ISSUE:

1. Did Carrier violate the terms of the February 7, 1965 National Agreement, and in particular Article III, Section 1, thereof and the Interpretations of November 24, 1965, when it made an operational, organizational and technological change at Tamms, Illinois, effective October 25, 1974, and refused and failed to enter into an appropriate implementing agreement? (Carrier's file 209-50)
2. Shall Carrier now be required to enter into an appropriate implementing agreement?
3. Shall Carrier now be required to allow Mr. C. A. Stewart his option of accepting separation allowance of 360 days' pay (12 months), as provided by the February 7, 1965 National Agreement, pursuant to, and in accordance with, Section 9 of the Washington Job Protection Agreement of May 1936?

OPINION
OF BOARD:

This dispute is particularly concerned with the November 24, 1965 Interpretation of Article III which specifies in 1(b) that implementing agreements are required:

"(b) Whenever the proposed change, under the agreement in effect prior to February 7, 1965, would not have been permissible without conference and agreement with representatives of the Organizations."

The record discloses that Carrier abolished the agency position at Tamms on October 25, 1974 and the following Monday that agency was closed and the agent at Joppa performed service at Tamms on a "as-and-when-needed" basis. Subsequently, on September 2, 1975 pursuant to a ruling of the Illinois Commerce Commission, Carrier assigned hours at Tamms and required the agent at Joppa to be present at Tamms one hour each day; at that time Joppa-Tamms became a dualized agency.

It is unnecessary to make a determination as to whether or not Carrier's action in closing down the agency at Tamms constituted "dualization"

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in the first instance; the sole question is whether the changes, however characterized, would have been permissible prior to February 7, 1965 without agreement, and therefore, whether prior agreement was required in this case.

The issue herein has been before the Board on numerous occasions. In Award 286, involving the same parties, we considered an analogous problem in which positions were abolished due to a decline in business resulting in employees travelling to the site of the abolished positions in order to perform the remaining work. In that Award we held that an implementing agreement was not required, citing Award No. 248. There are no unique circumstances in the instant dispute warranting a different conclusion than we reached in the earlier dispute. There are no agreement provisions, or system-wide practices which prevailed prior to February 7, 1965, which either prevents Carrier from effecting changes such as that herein, or provisions which require negotiations and agreement as a condition precedent thereto. There is no indication that the basic agreement between the parties requires negotiations prior to either dualization or consolidation and there is no restriction on Carrier's right to have an employee perform service at more than one location. There is no contention herein that either work or employees were transferred across seniority district lines. For all the foregoing reasons, it is concluded that Carrier was not required to enter into an implementing agreement in this case.

AWARD:

The three questions are answered in the negative.



A handwritten signature in cursive script, appearing to read "I. M. Lieberman".

I. M. Lieberman
Neutral Member

Dated: Washington, D. C.
October 21, 1976