Award No. 4
Case No. 4
Docket No. 4
ORT FILE: 3030

SPECIAL BOARD OF ADJUSTMENT NO. 553

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that:

CLAIM NO. 1

1. The Carrier violated the effective agreement between the parties hereto, when commencing January 12, 1959, it removed from said agreement work embraced by the agent-telegrapher's position at Benson, Arizona, a one-man agency, and assigned the performance of such work to employes not covered by the Telegraphers' agreement at Tucson, Arizona.

2. The Carrier shall, because of the violation set forth above, compensate A. Adams, agent-telegrapher, Benson, Arizona, or his successor, one special call for each date January 12, 13, 14, 15, and 16, 1959, and on each subsequent date that the violations as set out in Item 1 above continue.

CLAIM NO. 2

1. The Carrier violated the effective agreement between the parties hereto, when commencing January 13, 1959, it removed from said agreement work embraced by the agent-telegrapher, and other positions at Rillito, Arizona, and assigned the performance of such work to employes not covered by the Telegraphers' agreement at Tucson and Phoenix, Arizona.

2. The Carrier shall, because of the violation set out above, compensate the following:

(a) J. Y. Wray, 4th telegrapher-clerk, Rillito, Arizona, or his successor, for a special call January 13, 14, and 15, 1959.

(b) R. W. DeHart, 2nd telegrapher-clerk, Rillito, Arizona, or his successor, for a special call January 14, 15, 16, and 17, 1959.

(c) R. H. Colton, relief agent-telegrapher-telegrapher-clerk, Rillito, Arizona, or her successor, for a special call, January 13, 1959.

3. The Carrier shall, in addition to the foregoing, so long as the violation as set forth in Item 1 of this Statement of Claim continues, subsequent to the dates set forth immediately above, compensate the regularly assigned telegraphers as listed in paragraphs (a), (b) and (c), or their successors, as provided for by applicable rules.

CLAIM NO. 3

1. The Carrier violated the effective agreement between the parties hereto, when commencing February 10, 1959, it removed from said agreement work embraced by the agreement at Fowler; Selma; Kingsburg; Goshen Junction; Sanger; Reedley; Dinuba; Ivanhoe; Exeter; Lindsay; Clovis, Friant; Visalia; Hanford; Armona; Lemoore; Stratford; Huron and Coalinga, and assigned the performance of such work to employes not covered by the Telegraphers' agreement at Fresno, California.

2. The Carrier violated the effective agreement between the parties hereto, when commencing March 27, 1959, it removed from said agreement work embraced by the agreement at Tehachapi; Monolith; Lancaster; Palmdale; Owenyo; Lone Pine; and Inyokern, and assigned the performance of such work to employes not covered by the Telegraphers' agreement at Mojave, California.

3. The Carrier violated the effective agreement between the parties hereto, when commencing March 6, 1959, it removed from said agreement work embraced by the agreement at Tipton; Earlimart; Delano; McFarland; Famoso; Buttonwillow; Edison; Jovista; Ducor and Porterville, and assigned the performance of such work to employes not covered by the Telegraphers' agreement at Bakersfield, California.

4. The Carrier shall, because of the violations set out above, restore this work to the agreement and to the employes thereunder at the agency stations from which it was unilaterally removed.

5. The Carrier shall, in addition to the foregoing, compensate each and every employe, if any, adversely affected by the violative acts of the Carrier, for any wage losses sustained together with reimbursement for any expense incurred."

OPINION OF THE BOARD:

The three claims in this case involve the centralization by Carrier of certain clerical work for thirty-nine smaller stations at five of Carrier's major stations where clerical work is regionalized. On January 12 and 13, 1959 Carrier transferred the work of preparing waybills and freight bills, collection of charges and various phases of station accounting in connection with freight traffic from Benson and Rillito, Arizona to Tucson and Phoenix, Arizona respectively. (The Rillito claim is a duplicate of that in Case No. 3).

On February 10, 1959 Carrier transferred similar work from nineteen stations in California to Fresno, California. On March 6, 1959 Carrier transferred similar work from ten stations in California to Bakersfield, California. On March 27, 1959 Carrier transferred similar work from seven stations in California to Mojave, California.

All of the work transferred was clerical work and is being performed in the central station by clerical employes. It was work that had been performed by either Agent-Telegraphers, Clerical Employes or Telegrapher-Clerks depending upon who was on duty at the time the work was performed. In the case of the Telegrapher-Clerks they performed the duties to the extent they were not engaged in telegraphic duties. At the time of the transfer 10 of the stations had clerical employes not represented by the Organization, and as a result of the changes clerical positions in eight of these stations were abolished. So the claims concern clerical work being performed at the time by persons represented by the Brotherhood of Railway Clerks as well as clerical work being performed by Telegraphers.

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It should also be noted that perishable waybilling for twenty-five of these same stations had been previously centralized at Fresno and Bakersfield in 1948 without any complaint. Ten of the stations have been closed since the transfer: Rillito, Goshen Junction, Clovis, Friant, Armona, Stratford, Oswego, McFarland, Famoso and Buttonwillow.

The Organization contends that all the work in question belonged to the persons covered by its Agreement and that the transfer in each instance was a violation of the Agreement. As to Benson and Rillito it asks for compensation for the Telegraphers and their successors as well as restoration of the work. For all the other stations only restoration of the work is requested. The Organization makes the same arguments in this case which it advanced in Case No. 2. There are minor factual differences between the two cases and many larger stations are involved in the present claims. But we find nothing which justifies a different result. In our view the same principles are applicable. Therefore, for the reasons fully expressed in Award No. 2 we hold that Carrier was within its rights in transferring the work and that the claims are without merit.

FINDING

That Carrier did not violate the Agreement.

AWARD

The claims are denied.

SPECIAL BOARD OF ADJUSTMENT NO. 553

Roy R. Ray, Chairman

D. A. Bobo, Employe Member

L. W. Sloan, Carrier Member

San Francisco, California
November 9, 1964