

Award No. 6
Case No. 6
Docket No. 6
ORT FILE: 3024

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:

1. The Carrier violated the Agreement between the parties hereto when it removed from said Agreement work embraced by covered positions at the agency stations listed below, and on the dates shown in connection therewith, and transferred the work so removed to employes at Medford, Eugene and Brooklyn, Oregon, not covered by the Telegraphers' Agreement:

Salem	November 10, 1958	Dallas	December 18, 1958
Carlton	November 17, 1958	Silverton	November 26, 1958
Clackamas	November 17, 1958	Oswego	December 4, 1958
Oregon City	November 19, 1958	Newbery	December 5, 1958
Gervais	November 24, 1958	Hillsboro	December 8, 1958
Brooks	November 24, 1958	Garibaldi	December 10, 1958
Mt. Angel	November 25, 1958	Tillamook	December 10, 1958
Woodburn	November 25, 1958	Wheeler	December 11, 1958
Canby	December 1, 1958	Gold Hill	January 9, 1959
Halsey	December 4, 1958	Grants Pass	January 12, 1959
Lyons	December 15, 1958		

- 2(a) The Carrier shall, because of the violation set forth above, restore the work unilaterally removed from the agency stations thereto, and to employes thereat, entitled to perform the work, and
- (b) Compensate each and every employe, if any, for wage losses sustained, and reimbursement for expenses incurred, by reason of Carrier's violative act, commencing March 16, 1959, and terminating with the restoration of work to the positions from which removed.

- 3(a) The Carrier shall, in addition to the foregoing, and on the basis of the substantive claim set out in Item 1 above at the agency stations listed below:

Albany	November 10, 1958	Monroe	December 5, 1958
Corvallis	November 12, 1958	Toledo	December 8, 1958
Lebanon	November 17, 1958	Myrtle Creek	December 10, 1958
Sutherlin	November 20, 1958	Riddle	December 10, 1958
Oakland	November 20, 1958	Veneta	December 12, 1958
Cushman	November 28, 1958	West Scio	December 15, 1958
Cottage Grove	December 1, 1958	West Stayton	December 15, 1958
Harrisburg	December 4, 1958	Mill City	December 15, 1958
Glendale	January 8, 1959	Myrtle Point	December 18, 1958
Forest Grove	December 12, 1958	Coquille	December 18, 1958
Seghers	December 12, 1958	Powers	December 18, 1958
Williamina	December 15, 1958	Junction City	December 19, 1958
Sheridan	December 15, 1958	Mapleton	December 22, 1958
Independence	December 16, 1958	Drain	February 1, 1959
McMinnville	December 18, 1958	Swishome	December 22, 1958
Brownsville	December 5, 1958	Springfield	February 10, 1959

- (b) Restore the work unilaterally removed from the agency stations thereto, and to the employees thereat, entitled to perform the work, and
- (c) Compensate each and every employee, if any, for wage losses sustained and reimbursement for expenses incurred by reason of Carrier's violative act, commencing March 23, 1959, and terminating with the restoration of work to the positions from which it was removed."

OPINION OF THE BOARD:

This claim involves the centralization by Carrier of certain clerical work for fifty-three smaller stations at three of its major stations where clerical work is regionalized. During the period between November 10, 1958 and February 10, 1959, Carrier transferred the work of preparing waybills and freight bills, collection of charges and various phases of station accounting from fifty-three stations in Oregon to Medford, Eugene and Brooklyn, Oregon.

All of the work transferred was clerical work and is being

performed in the central stations 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. At the time of the transfers eighteen of the stations involved had clerical employes not represented by the Organization. As a result of the changes twenty-five clerical positions in sixteen of these stations were abolished. So the claims concern clerical work being performed at the time by persons represented by the Clerks' Organization as well as clerical work being performed by Agent-Telegraphers and Telegrapher-Clerks. Twenty-five of the stations had very little business and consequently a very small amount of the type of work transferred. Sixteen of the stations have since been closed: Carlton, Gervais, Mt. Angel, Wheeler, Gold Hill, Cushman, Harrisburg, Seghers, Sheridan, Brownsville, Monroe, Veneta, West Scio, Mill City, Myrtle Point and Swisshome.

The Organization contends that all of the work in question belongs to the persons covered by the Telegraphers' Agreement and the transfer in each instance was a violation of the Agreement. It asks that all Telegraphers entitled to perform the work be compensated for wage losses sustained and reimbursed for expenses incurred; and that the work be restored to each of the stations from which it was taken. The Organization makes the same arguments which were advanced in Case No. 2. Although there are minor factual differences between this case and Case No. 2 and many more and larger

stations are involved, we find nothing in this case to justify a different result. In our view the same principles apply here. Therefore, for the reasons which are fully expressed in Award No. 2, we hold that Carrier was within its rights in transferring the work and that the claim is without merit.

FINDING

That Carrier did not violate the Agreement.


AWARD

The claim is denied.

SPECIAL BOARD OF ADJUSTMENT NO. 553


Roy R. Ray, Chairman


D. A. Bobo, Employee Member


L. W. Sloan, Carrier Member

San Francisco, California

November 9, 1964