

SPECIAL BOARD OF ADJUSTMENT NO. 553
THE ORDER OF RAILROAD TELEGRAPHERS
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

Award No. 11
Docket No. 11
Case No. 11
ORT FILE: 3134

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 violates the parties' Agreement when it purportedly abolished the agency positions at the stations and on the dates set forth below, while the work of the positions remained, by transferring the work of the nominally abolished position to Brawley, California, and/or Colton, California, where it is now being performed by employes not covered by the Telegraphers' Agreement.

<u>Agency</u>	<u>Work removed to</u>	<u>Date</u>
Calipatria, Cal.	Brawley, Cal.	August 12, 1959
Guasti, Cal.	Colton, Cal.	May 28, 1959
Riverside, Cal.	Colton, Cal.	April 15, 1959

2. The Carrier shall, because of the violations set forth above, restore the work to the stations from which it was improperly removed, and to the employes under the parties' Agreement entitled to its performance.
3. The Carrier shall, in addition to the foregoing, commencing August 25, 1959, compensate each employe adversely affected by virtue of Carrier's violative act for any loss of wages-plus actual expenses.

CLAIM NO. 2

1. The Carrier violates the parties' Agreement when it purportedly abolished the Agent-Telegrapher's position at Coachella, Cal., without in face abolishing the work thereof, by transferring the work of nominally abolished position to the Indio Agency where it is now being performed by employes outside the Agreement.

2. The Carrier shall, because of the violation set forth above, restore the work to the station from which it was improperly removed, and to the employees under the parties' Agreement entitled to its performance.
3. The Carrier shall, because of the violation set forth above, commencing December 1, 1959, compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages plus actual expenses."

OPINION OF THE BOARD:

The claims in this case involve four stations or agencies on Carrier's Los Angeles Division which were closed between April 15 and December 1, 1959. In each instance Carrier determined that the need for the Agency had ceased to exist, gave notice to the Employees as required by Rule 21(d) of the Agreement and received authority from the Public Utility Commission of California to close the Agency. The Agencies (Calipatria, Guasti, Riverside and Coachella, California) were reclassified as non-agency stations and the remaining work was moved to other agencies where it was assigned to Agent-Telegraphers, Telegrapher-Clerks and/or Clerical Employees, and to conductors, depending upon the character of the work. Prior to the closing some clerical work from two of the stations had been centralized at larger stations. Some time after the transfers work originally moved from two of the stations was regionalized at central stations. The claim for Coachella is a duplicate of one in Case No. 3.

The Organization made the same contentions and arguments in this case as it made in Case No. 5. We are convinced that there is nothing in these claims to distinguish them from those in Case 5 or to warrant a different result. Therefore, for the reasons

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expressed in Award No. 5 we hold that Carrier's action in closing the stations and transferring the remaining work to other stations did not contravene the Agreement.

FINDING

That Carrier did not violate the Agreement.


AWARD

The claims are denied.

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Roy R. Ray, Chairman


D. A. Bobo, Employee Member


L. W. Sloan, Carrier Member

San Francisco, California

November 9, 1964