Award No. 3
Case No. 3
Docket No. 3
ORT FILE: 3073

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 violates 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, transferred the work so removed to employes at Phoenix and/or Tucson, Arizona, not covered by the Telegraphers' Agreement:

Rillito,	January 12, 1959
Tempe,	January 22, 1959
Chandler,	January 21, 1959
Florence,	February 3, 1959
Gilbert,	February 3, 1959
Hayden,	February 4, 1959
Mesa,	January 22, 1959
Picacho,	February 6, 1959
Ray Junction,	February 4, 1959

2. The Carrier shall, because of the violation set forth above, restore the work unilaterally removed from the agency stations thereto, and to the employes thereat entitled to perform the work.

CLAIM NO. 2

1. The Carrier violates 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, transferred the work so removed to employes at Klamath Falls,

Oregon, and/or Redding, California, not covered by the Telegraphers' Agreement:

(a) Tule Lake, California, March 19, 1959; Macdoel, California, March 25, 1959. Claims effective April 5, 1959.

(b) Weed, California, April 8, 1959. Claim effective April 8, 1959.

(c) Red Bluff, California, April 15, 1959. Claim effective April 15, 1959.

(d) Merrill, Oregon, March 20, 1959; Chiloquin, Oregon, March 24, 1959; Dorris, California, March 26, 1959; Hilt, California, April 9, 1959; Cottonwood, California, April 15, 1959. Claims effective April 16, 1959.

(e) Ashland, Oregon, April 22, 1959. Claim effective April 22, 1959.

(f) Chemult, Oregon, March 23, 1959. Claim effective April 23, 1959.

(g) Hornbrook, California, April 8, 1959. Claim effective April 26, 1959.

2. The Carrier shall, because of the violation set forth above, restore the work unilaterally removed from the agency stations thereto, and to the employes thereat entitled to perform the work.

CLAIM NO. 3

1. The Carrier violates 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, transferred the work so removed to employes at Los Angeles, California, not covered by the Telegraphers' Agreement.

Alhambra, California	4/ 1/59
Anaheim, California	3/ 9/59
Beaumont, California	5/18/59
Burbank, California	2/ 2/59
City of Industry, Calif.	4/ 1/59
Long Beach, Calif.	3/ 9/59
Norwalk, California	3/ 9/59
Ontario, California	4/ 1/59
Pomona, California	4/ 1/59

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Santa Ana, Calif.	3/ 9/59
Santa Barbara, Calif.	5/21/59
Santa Susana, Calif.	6/ 1/59
Coachella, Calif.	5/18/60
Colton, California	5/ 1/59
Downey, California	3/ 9/59
Glendale, California	2/ 2/59
Indio, California	5/18/59
San Fernando, Calif.	2/ 2/59
Saugus, California	2/ 2/59
Thermal, Calif.	5/18/59
Van Nuys, Calif.	2/16/59
Ventura, Calif.	6/ 8/59
West Palm Springs, Calif.	5/18/59

2. The Carrier shall, because of the violations set forth above, restore the work unilaterally removed from the agency stations thereto, and to the employes thereat entitled to perform the work.

CLAIM NO. 4

1. The Carrier violates 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 Redding, California, not covered by the Telegraphers' Agreement:

Mt. Shasta, California	April 13, 1959
Anderson, California	April 21, 1959

2. The Carrier shall, because of the violations set out above, restore the work unilaterally removed from the agency stations thereto, and to the employes thereat entitled to perform the work."

OPINION OF THE BOARD

The four claims in this case involve the centralization by Carrier of certain clerical work for approximately forty-nine stations at five of Carrier's major stations where clerical work is regionalized. During the period between January 12 and February 4, 1959, Carrier transferred the work of preparing waybills and freight bills, collecting charges and various phases of accounting in connection with freight

traffic fron nine stations in Arizona to either Tucson or Phoenix, Arizona. During the period between March 29 and April 23, 1959, Carrier transferred similar work from eight stations in California and four stations in Oregon to either Redding, California, or Klamath Falls, Oregon. During the period from February 2 to June 24, 1959 Carrier transferred similar work from 26 stations in California to Los Angeles, California. The Tempe claim is a duplicate of that in Case 2.

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. In the case of Telegrapher-Clerks they performed the duties to the extent they were not engaged in telegraphic duties. Thirty-one of the stations involved had clerical employes not represented by the Organization at the time the transfers were made, and as a result of the changes thirty-eight Clerk positions were abolished in eighteen of the stations. 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 Agent-Telegraphers and Telegrapher-Clerks. Some of the stations had very little of the kind of work transferred and it is performed in the central offices in a fraction of an hour per day. Nine of the stations have since been closed: Rillito, Florence, Picacho, Ray Junction, Hilt, Hornbrook, Beaumont, Coachella and Thermal.

The Organization contends that all of the work in question belongs to the persons covered by the Telegraphers' Agreement and that the

transfer in each instance was a violation of the Agreement. No claim is made for compensation, but the Organization asks that the work be restored to each station from which it was taken. It makes the same arguments which were advanced in Case No. 2. Although there were minor factual differences between this case and Case No. 2 and many more and larger stations are involved here 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 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