Award No. 8
Case No. 8
Docket No. 8
ORT FILE: 3104

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 on March 9, 1959, it removed from said Agreement work embraced by the agency position at Canby, California, and transferred the work so removed to employes at Alturas, California, not covered by the Telegraphers' Agreement.

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

3. The Carrier shall, in addition to the foregoing, commencing July 10, 1959, compensate each employe adversely affected by reason of the Carrier's violative Act for any loss of wages, plus actual expenses.

CLAIM NO. 2

1. The Carrier violates the Agreement between the parties hereto when on March 1, 1959, it removed from said Agreement work embraced by the agency position at Lakeview, Oregon, and transferred the work so removed at first to Alturas, California and later to Klamath Falls, Oregon, where it is now being performed by employes not covered by the Telegraphers' Agreement.

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

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3. The Carrier shall, in addition to the foregoing, commencing July 17, 1959, compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

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 San Francisco, California, not covered by the Telegraphers' Agreement:

Watsonville	June 10, 1959
Santa Cruz	June 23, 1959
Castroville	June 8, 1959
Soledad	July 15, 1959
Watsonville Jct.	June 10, 1959
Monterey	July 8, 1959
Gonzales	July 15, 1959
King City	July 15, 1959

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.

3. The Carrier shall, in addition to the foregoing, commencing on the dates set forth in Item 1 of this Statement of Claim, compensate each employe adversely affected by reason of Carrier's violative act, for any loss of wages, plus actual expenses.

CLAIM NO. 4

1. The Carrier violates the Agreement between the parties hereto when on September 1, 1959, it removed from said Agreement work embraced by the agency position at Likely, California, and transferred the work so removed to employes at Klamath Falls, Oregon, not covered by the Telegraphers' Agreement.

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

3. The Carrier shall, in addition to the foregoing, commencing September 1, 1959, compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

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CLAIM NO. 5

1. The Carrier violates the Agreement between the parties hereto when on April 17, 1959 it removed from said Agreement work embraced by the agency position at Gerber, California, and transferred the work so removed to employes at Redding, California, not covered by the Telegraphers' Agreement.

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

3. The Carrier shall, in addition to the foregoing, commencing July 24, 1959, compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

CLAIM NO. 6

1. The Carrier violates the Agreement between the parties hereto when on April 13, 1959, it removed from said Agreement work embraced by the agency position at Dunsmuir, California, and transferred the work so removed to employes at Redding, California, not covered by the Telegraphers' Agreement.

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

3. The Carrier shall, in addition to the foregoing commencing on July 17, 1959, compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

CLAIM NO. 7

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 Reno, Nevada, not covered by the Telegraphers' Agreement:

Hazen	Aug. 18, 1959
Battle Mountain	Aug. 20, 1959
Luning	Sept. 2, 1959
Carlin	Sept. 14, 1959
Beowawe	Sept. 10, 1959
Fernley	Aug. 18, 1959
Imlay	Aug. 20, 1959
Wabuska	Sept. 3, 1959
Herlong	Aug. 26, 1959
Fallon	Sept. 3, 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.

3. The Carrier shall, in addition to the foregoing, commencing on the dates set forth in Item 1 of this Statement of Claim, compensate each employe adversely affected by reason of Carrier's violative act for any loss of wages, plus actual expenses.

CLAIM NO. 8

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 date shown in connection therewith, transferred the work so removed to employes at Phoenix and/or Tucson, Arizona, not covered by the Telegraphers' Agreement:

Miami; *Picacho; Red Rock; *Rillito; Safford; Sahaurita, San Simon; Sentinel; *Tempe; Tovrea; Wellton and Willcox, Arizona, May 12, 1959.

*Disputes included in ORT 3073

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.

3. The Carrier shall, in addition to the foregoing, commencing July 27, 1959 (except as to those stations covered in ORT 3073) compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

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CLAIM NO. 9

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 date shown in connection therewith, and transferred the work so removed to employes at Phoenix and/or Tucson, Arizona, not covered by the Telegraphers' Agreement:

Benson; Bowie; Buckeye; Casa Grande; *Chandler; Coolidge; Dragoon; Eloy, Gila; *Gilbert; Globe; Litchfield, Maricopa, and *Mesa, Arizona, May 12, 1959.

*Disputes included in ORT 3073.

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.

3. The Carrier shall, in addition to the foregoing, commencing July 27, 1959 (except as to those stations covered in ORT 3073), compensate each employe adversely affected by reason of the Carrier's violative act for any loss of wages, plus actual expenses.

CLAIM NO. 10

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 date shown in connection therewith, transferred the work so removed to employes at Phoenix and/or Tucson, Arizona, not covered by the Telegraphers' Agreement:

Maricopa; *Miami; *Red Rock; *Safford; *Sahaurita; *San Simon; *Sentinel; *Tovrea; *Wellton, and Willcox, Arizona, on a date prior to July 27, 1959 and subsequent to January 1, 1959.

*Disputes included in Claim No. 8 with date of May 12, 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.

3. The Carrier shall, in addition to the foregoing, commencing on the date set forth in Item 1 of this Statement of Claim, compensate each employe adversely affected by reason of Carrier's violative act, for any loss of wages, plus actual expenses."

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OPINION OF THE BOARD:

These ten claims involve the centralization by Carrier of certain clerical work for forty-three smaller stations at seven of its major stations where clerical work is regionalized. During the period from January 12 to September 14, 1959 Carrier transferred the work of preparing freight bills, collection of charges, various phases of station accounting and in some instances waybilling from 20 stations in Arizona to Phoenix and/or Tucson, Arizona. Similar work was transferred from five stations in Northern California and Southern Oregon to Klamath Falls, Oregon, Alturas, California and/or Redding, California. Similar work was transferred from eight stations in Central California to San Francisco and from ten stations in Nevada and Northern California to Reno, Nevada. Several of the claims in this case are duplicated here or in other dockets. For example: Rillito was included in Cases No. 3 and 4; Tempe in Case No. 3; Hazen and Fernley in Case No. 2; Gilbert, Mesa and Picacho are the same as Chandler in this case; and Red Rock, Safford, Sahuarita, San Simon, Sentinel, Tovrea, Wellton and Willcox are the same as Miami in this case.

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 fourteen of the stations had clerical employes not covered by the Telegraphers' Agreement. As a result of the changes thirteen clerical positions at twelve of the stations were abolished. So the claims concern clerical work being performed at the time by persons represented by the Clerks' Organization as well as

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clerical work being performed by Agent-Telegraphers and Telegrapher-Clerks. Twenty-eight of the stations had very little business and the small amount of work transferred from them took only a fraction of an hour per day in the central office to which it was transferred. Since the transfers nine of the stations have been closed: Watsonville, Picacho, Red Rock, Rillito, San Simon, Sentinel, Dragoon and Maricopa.

The Organization contends that all of the work involved belongs to persons covered by the Telegraphers' Agreement, and that the transfer in each instance was a violation of the Agreement. It asks that all employes adversely affected be compensated for any loss of wages and reimbursed for any expenses; 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 factua differences between this Case and Case No. 2 and many more stations are involved here, we find nothing in this case to justify a different result 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.

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Roy R. Ray, Chairman

D. A. Bobo, Employe Member

L. W. Sloan, Carrier Member

San Francisco, California
November 9, 1964.