

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE:)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Missouri Pacific Railroad - Southern, Northern and
Central Districts

QUESTIONS
AT ISSUE:

(1) Did those certain changes which Carrier made at Pine Bluff, Arkansas, effective April 15, 1965, constitute technological, operational and/or organizational changes under the provisions of Article III of the February 7, 1965 Agreement?

(2) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Articles III and VIII thereof, when in instituting those certain changes at Pine Bluff, Arkansas, it transferred the station clerical work to employees of another craft, represented by another Labor Organization?

(3) Shall the Carrier be required to return the station clerical work to employees within the scope of the Clerks' Agreement?

(4) Shall the Carrier be required to compensate each and every employe involved in or affected by the changes instituted at Pine Bluff, Arkansas, effective April 15, 1965, the wage losses they have suffered on and after April 14, 1965, and accord each and every such employe the full allowances and benefits prescribed in the February 7, 1965 Agreement?

OPINION
OF BOARD:

Effective with the completion of tour of duty on April 14, 1965, Carrier abolished the clerical positions of Cashier and Rate Clerk at Pine Bluff, Arkansas. The incumbents of the abolished positions thereupon exercised displacement rights on other clerical positions at the station. The subject abolishments resulted from the reassignment of clerical work at Pine Bluff, whereby some of the work previously performed by incumbents of the abolished positions was assigned to station telegraphers and the rest of this work was assigned to the remaining station clerical force.

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The installation of CTC between Little Rock and McGehee, Arkansas was completed immediately prior to the subject position abolishments. This installation caused a substantial reduction in the number of train orders handled by telegraphers at Pine Bluff, but there continued to be a need for round-the-clock telegrapher service at the station. The Carrier assigned the above-noted additional work of a clerical nature to telegraphers in order to fill out their tour of duty.

The installation of CTC was a technological change which the Carrier was entitled to make. The initial impact of this change was upon telegrapher work but, as we have seen, the secondary result was the reassignment of certain clerical work and the abolishment of two clerical positions.

There is sufficient evidence of record to establish that the telegrapher force at Pine Bluff has traditionally performed some clerical work. Thus the station's clerical work has not been reserved, by practice to employees covered by the Clerks' Agreement.

The disputed assignment of additional clerical work to the station telegrapher force did not constitute a crossing of craft lines, since under the confronting circumstances the subject work was not reserved to either craft. Moreover, the disputed Carrier action would have been permissible without conference and agreement with Organization representatives prior to February 7, 1965. Thus no implementing agreement was required.

It is concluded that submitted Question (1) must be answered in the affirmative, and submitted Questions (2) and (3) in the negative. As to submitted Question (4), the answer is that the affected employees are entitled to such protective benefits as are provided for them by the terms of the February 7, 1965 Mediation Agreement.

AWARD

The Carrier introduced a technological change at Pine Bluff, Arkansas in April 1965 but it did not violate Articles III and VIII of the February 7, 1965 Agreement by assigning to station telegraphers, to fill out their tour of duty, certain additional clerical work previously performed by the station clerical force. The answer to submitted Question (1) is Yes. The answer to submitted Questions (2) and (3) is No. The answer to submitted Question (4) is as stated in above Opinion of Board.

REFEREES:

Lloyd H. Backer
William H. Colman
David J. Dolnick