

AWARD NO. 286
Case No. TCU-67-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) MISSOURI PACIFIC RAILROAD COMPANY
TO THE) and
DISPUTE) TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

QUESTIONS
AT ISSUE:

1. Is Carrier permitted to abolish a position, or more than one position, prior to the time it has a corresponding attrition credit, or credits, as contemplated in Article I, Section 5?
2. Is Carrier permitted to abolish a position covered by the Telegraphers' Agreement, and combine the work thereof with another position covered by the same Agreement, at another location, without first following the procedure set forth in Article III, Sections 1 and 2 or 3?

OPINION

OF BOARD: The Organization has withdrawn the first question.

The issue in this case is whether Carrier is required to obtain implementing agreements in order to effect certain dualized positions. According to Item 1(b) on Page 10 of the Interpretations, implementing agreements are required if the change "would not have been permissible without conference and agreement."

The only evidence on the point cited by the Organization is that in 1960 Carrier and the Organization entered into an agreement to dualize some two-dozen stations, fixing the rates of pay and other conditions. The Organization therefore contends that "Carrier fully recognizes the necessity of an implementing agreement in such instances."

However, since 1960 Carrier has dualized about 140 stations and only the first group in 1960 was by agreement with

the Organization. Efforts to obtain agreement on the subsequent dualizations were fruitless but they were effectuated nevertheless because, it was said, "Carrier did not need the concurrence of the Telegraphers' Organization to effect these dualizations."

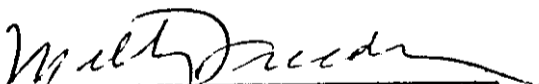
As a result of Carrier's position, the Organization contended before the Third Division that Carrier was violating the rules agreement. In Award 15601, dated May 31, 1967, the Organization's claim was denied on the ground that "Petitioner failed to cite any Rule which supports its position." Other Third Division Awards on this property had similarly held that Carrier's unilateral action in dualization did not violate the rules agreement.

The Organization also relies upon Award No. 220 of this Committee wherein it was held that combining work could constitute an organizational and operational change. The instant cases are readily distinguishable, since they do not involve such changes. They involve the abolition of positions due to a decline in business, and the consequent requirement that the remaining employees travel to the site of the abolished positions in order to perform the remaining work.

Because stations are closed due to a decline in business and a nearby Agent performs part-time work there, there is no organizational or operational change within the purview of Award No. 220. Award No. 248 is applicable to this situation.

A W A R D

1. Question No. 1 has been withdrawn.
2. The answer to Question No. 2 is Yes.


Milton Friedman
Neutral Member

Dated: Washington, D. C.
March 17, 1972