

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Bessemer and Lake Erie Railroad Company
TO) Elgin, Joliet and Eastern Railway Company
DISPUTE) and
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees

QUESTIONS
AT ISSUE:

- (a) Is the transfer of car control work formerly performed by employees of the Elgin, Joliet and Eastern Railway Company on the computer at Joliet, Illinois, to the Data Processing Center of the Bessemer and Lake Erie Railroad Company in Pittsburgh, Pa., a "coordination" as defined by the Washington Agreement of May 1936?
- (b) Does the agreement proposed by the carriers, attached hereto as carriers' Exhibit A, meet the criteria set forth in the Washington Agreement of May 1936, particularly Section 5 thereof, and constitute the terms upon which the carriers may carry out the coordination?
- (c) If the agreement proposed by the carriers (Exhibit A) does not meet the criteria set forth in the Washington Agreement of May 1936, what agreement terms would be appropriate for application in this particular case and constitute the terms upon which the coordination may be accomplished?

OPINION
OF BOARD:

On June 4, 1971, the Bessemer and Lake Erie Railroad Company and the Elgin, Joliet and Eastern Railway Company, served notices on affected employees, pursuant to the provisions of Section 4, of the 1936 Washington Job Protection Agreement, of their intent to effect a coordination under Section 2, of said Agreement.

The Carriers herein maintain separate Data Processing facilities in Joliet and Pittsburgh. Inasmuch as the car control systems of the two Carriers are compatible, the proposed coordination would eliminate the real time computer at Joliet and that portion of the work performed at that location would be consolidated and transferred to the employees of the Bessemer and Lake Erie Railroad Company facility at Pittsburgh. Consequently, three computer operator positions and one relief operator position presently maintained at Joliet would be abolished.

In view of the lead time involved in securing additional equipment, as well as the obligation to pay the rental cost of \$14,000 per month thereon, the Carrier herein endeavored to expedite negotiations with the Organization for an Implementing Agreement. Despite numerous correspondence and several conferences on the matter, the parties were unable to reach an accord.

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One of the Organization's objections is predicated upon the contention that the proposed coordination, allegedly, involves a Carrier--Union Railroad--which is not a party to the Washington Job Protection Agreement.

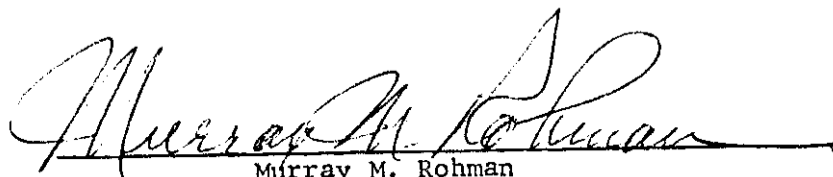
In turn, the Carrier herein has categorically denied that any of the work involved would be performed by Union Railroad employees. Furthermore, the Carrier indicated that it would not be adverse to--on the contrary, it would encourage--the respective representatives of the Organization, inter alia, mutually agreeing to the selection and assignment of positions pursuant to Section 5, of the Washington Job Protection Agreement.

We have carefully analyzed the diverse arguments of the parties and it is our opinion that the parties, apparently, are sagacious, astute, resourceful and capable of independently consummating an Implementing Agreement as contemplated by Section 5, of the Washington Job Protection Agreement. Hence, it is our determination that the instant matter should be remanded to the parties for the purpose of bilaterally negotiating such Agreement. In an effort to facilitate said Agreement, we would strongly suggest that a specific proviso be incorporated therein prohibiting Union Railroad employees from performing any of the work involved herein.

We are aware, furthermore, that time is of the essence. Therefore, in the event that the parties are unable or unwilling to execute an Implementing Agreement within thirty days of the instant Award, the nature of the controversy dictates that we retain jurisdiction. Hence, upon notification by either party that they have failed to reach agreement within said thirty-day period, or as mutually extended, the Disputes Committee shall reconvene on May 1, 1972, for the purpose of promulgating an Award fully disposing of the issues herein.

AWARD

The instant matter is remanded to the parties for the purpose of negotiating an Implementing Agreement within thirty days of the instant Award. Jurisdiction shall be retained in order to cope with the problem in the event the parties fail to execute such Agreement within the specified time period, or as mutually extended. Under those circumstances, the Disputes Committee shall reconvene on May 1, 1972, at the request of either party, for the purpose of promulgating an Award fully disposing of the issues herein.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
March 30, 1972