

NATIONAL RAILROAD ~~ADJUSTMENT~~ BOARD

THIRD DIVISION

Award Number 20249

Docket Number SG-19912

Joseph A. Sickles, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(George P. Baker, Richard C. Bond. **Jervis Langdon,**
(**Jr.** and **Willard Wirtz**, Trustees of the Property
(of Penn Central Transportation Company, Debtor.

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the former Pennsylvania
Railroad Company that:

(a) The Company violated Article 2, Sections 4(a) and 9,
and Article 4, Sections 22(a), (3), and (4) of the current **schedule**
Agreement when, on January 18, 1971, it arbitrarily moved the head-
quarters of R. F. Allen, P. R. Allen, and D. S. House from their
assigned **headquarters** in the northwest corner of the Fort **Wayne** Engine
House to the new addition in the middle of the Old **Mill** Building, with-
out **abolishing** and readvertising their positions.

(b) R. F. Allen, P. R. Allen, and D. S. House be paid 2.7
hours at the time and one-half rates of pay of their respective posi-
tions for each and every day **commencing** January 18, 1971, and continu-
ing until **correction** is made, because of the violations cited in claim
(a) above.

/Carrier's File: System Docket 786 - Fort Wayne Div. Case No. F-2-717

OPINION OF BOARD: Prior to January 18, 1971, **Claimants** were head-
quartered in the **Northwest** corner of the Fort Wayne
Engine House. At that time, Carrier moved their headquarters a dis-
tance of approximately one-fourth ($\frac{1}{4}$) of a mile, without abolition and
readvertising of positions.

The Organization cites a number of rules, however, we feel
that an interpretation of Article 4, Section 22(a) (3) disposes of
this dispute:

"(A) **When** any of the following changes occur in a
regular position the position shall be re-advertised:
(3) **A** material change in location of head-
quarters."

Claimants suggest that the claim should be sustained be-
cause the dictionary definition of the word "material" suggests that
it encompasses any **move** which is "physical, tangible, or **actual**."

As we read the entire rule, we cannot conclude that the word "material" was included to cover any move, no matter how minute.

While we can concur that a move of a long distance could be considered as "material", without further explanation, we do not agree that a move of a short distance, in and of itself, suggests whether it is "material" or not. A move of one-fourth ($\frac{1}{4}$) geographic miles could be a benefit to the employees, or it could result in the new location being inaccessible as a practicable matter, based upon geographic terrain.

The record, as developed on the property, merely reveals that the headquarters were moved one-fourth ($\frac{1}{4}$) mile, and nothing more. That fact alone does not establish to us that the move was "material" and accordingly, we will dismiss the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim is dismissed.

A w A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST::


Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1974.