

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20665
Docket Number X-20409

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago, Rock Island and Pacific Railroad Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) Carrier made technological or operational changes covered by Article VIII of the November 16, 1971 Mediation Agreement resulting in the displacement of Signal Maintainer J. W. Jones.

(b) Carrier should afford Signal Maintainer J. W. Jones the benefits of Article VIII of above said Agreement; i.e., reimburse him for moving expenses totaling \$1,067.68 for his move from Earlham, Iowa, to Davenport, Iowa, a distance of 220 miles.

(General Chairman's File: AV-H-123 Carrier's File: L-130-498)

OPINION OF BOARD: Carrier restructured the territory of a Signal Maintainer on its Illinois Division. Under the rules that position was bulletined and the Signal Maintainer who had held the position was unable to continue to hold it. He exercised his displacement rights and displaced Claimant. Claimant, in turn displaced another employee, a job change which required him to change his residence.

The claim is for moving expenses under Article VIII of the National Mediation Agreement of November 16, 1971, which reads:

"ARTICLE VIII - CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGES

When a carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted 5 working days instead of 'two working days' provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of \$400. Under this provision, change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point."

Claimant was remotely but not directly affected by Carrier's organizational change. The intent of Article VIII is to provide benefits for "an employee" required to move "his" residence under the stated conditions. As the Board reads Article VIII it does not provide benefits for employees who are remotely but not directly affected by one of the conditions named therein.

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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL **RAILROAD** ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1975.