

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20941
Docket Number SG-20679

Dana E. Eischen, Referee

(Brotherhood of Railroad Signalmen)
PARTIES TO DISPUTE: (
(Southern Pacific Transportation Company
((Pacific Lines)

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Southern Pacific **Trans-
portation** Company that:

(a) The Southern Pacific Transportation Company (Pacific Lines) has violated/or failed to apply the provisions of Article VIII of **Media-** tion Agreement Case No. A-8811 between the Company **and** the Brotherhood of Railroad Signalmen dated November 16, 1971, also the provisions of Rule 56 of the Current Schedule Agreement.

(b) Mr. T. L. Spsngler be allowed the benefits provided by Article VIII of Mediation Agreement of November 16, 1971, also the benefits provided by Rule 56 of the Current Schedule Agreement. (Carrier's File:

SIG 176-2)

OPINION OF BOAW: The facts out of which the dispute **arose** are basically uncontested. Carrier had since 1969 maintained at Chemult, Oregon s mobile trailer for use as headquarters by **Signal** Gang 22, **a** one-man gsng consisting of **a** Leading Signalman, one C. G. **Mowdy**. In November 1972 Carrier issued bulletins changing the headquarters of Gang 22 from the trailer to **a** fixed headquarters (a toolhouse). Carrier abolished and reestablished the Leading Signalmen's position at Chemult to reflect this change. **Mowdy** exercised his seniority rights in such a way as to initiate **a** chain reaction of displacements which finally reached Claimant, **a** Signalman on Signal Gang No. 25 at **Klamath** Falls, Oregon. The net result of the chain of displacement was that Claimant, the junior **signalman** in this transaction, ended up bidding into the Leading Signalman position on Gang 22 at Chemult, Oregon. Thereafter, Claimant moved his residence from **Klamath** Falls to Chemult and then filed the instant **claim** alleging violation of Article VIII of the Mediation Agreement of November 16, 1971 ("Changes of Residence Due to Technological, Operational or Organizational Changes") and **Rule** 56 of the controlling Signalmen's Agreement.

Analysis of the facts in this case shows **a** change from trailer headquarters to a fixed headquarters **at** the place where the trailer **was** parked. Thereafter, the employee previously assigned to the trailer voluntarily choose not to stay at that headquarters but exercised his contractual rights to displace Claimant. Subsequently, on the basis of **contract-**
ual bidding rights Claimant moved to the now fixed headquarters. In **our**

judgement the claim under Article VIII cannot be sustained for two reasons: 1) The foregoing set of facts simply does not constitute "technological, operational or organizational change requiring an employee to transfer or move" within the clear language of the **Media-**tion Agreement, and 2) The csusitive nexus between the change from trailer to fixed headquarters and the eventual displacement **and** move of Claimant three bumps later is just too tenuous to support the claim.

Although the claim is at least nominally premised upon **Rule 56**, as well as Article VIII, the record shows that Petitioner relies almost exclusively upon the latter provision. Aside from bare assertions the record is devoid of evidence to support allegations of **a Rule 56 viola-**tion. If proper request for such free transportation had been made and denied herein we might **have a** different case under **Rule 56**. But on the instant record the claim in this regard must be denied for lack of proof.

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 **Employes** involved in this dispute are respectively Carrier and **Employes** 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:


Executive Secretary

Dated at Chicago, Illinois, this 30th **day** of January 1976.