

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **22135**
Docket Number **SG-21985**

David P. **Twomey**, Referee

PARTIES TO DISPUTE: (Brotherhood of **Railroad** Signalmen
(Missouri Pacific Railroad Company
(Former Texas & Pacific **Ry.** Co.)

STATEMENT OF CLAIM: 'Claims of the General **Committee** of the Brotherhood
of Railroad Signalmen on the Texas and Pacific
Railway company:

Claim No. 1: **/Carrier file: 315-106/**

On behalf of Signal Foreman **H. J. Lewis** for **moving** expenses and
allowances under Article VIII of the November 16, 1971 Agreement,
account headquarters of **Signal** Gang 1611, Odessa, Texas, being
abolished on July 4, 1975, resulting in a change of his residence from
Odessa to the **Denton**, Texas area:

Time claimed - July 14, 15, 16, 17 & 18, 1975:	\$251.25
Meals (for he & his wife)	14.00
Auto mileage, Odessa to Lewisville , Texas, (380 miles @ 9¢) - 2 vehicles	68.40
Truck rental	161.20
Gasoline for truck	41.51
Labor to help load & unload household goods	40.00
Transfer allowance	<u>400.00</u>
Total due	976.36

Claim No. 2: **/Carrier file: 315-107/**

On behalf of Signalman R. L. Wright and Assistant Signalman T. C. **Kimbrell**
for moving expenses and allowances under Article VIII of **the** Agreement
of **November** 16, 1971, account headquartered Signal Gang 1611, Odessa,
Texas, being abolished on July 4, 1975 resulting in a change of residence
for the **claimants** from Odessa to Dallas, Texas.

Claim of R. L. Wright

Time claimed - July 5 & 6, 1975 (16 hrs. @ \$6.31) -	\$100.96
Motel, Dallas - July 6	8.56
Meal expenses, July 5 & 6	20.00
Auto Mileage, Odessa to Dallas (360 mi. @ 9¢)	32.40
Transfer allowance	<u>400.00</u>
Total due	\$561.92

(Motel receipt attached)

Claim of T. C. Kimbrell

Time claimed - July 4, 5 & 6, 1975 - 24 hrs. @ \$5.50	-\$132.00
Motel, Dallas, Tex., July 5 (For he & his family)	21.45
Meals, July 4, 5 & 6 (For he & his family)	35.00
Auto mileage, Odessa to Dallas (360 mi. @ 9¢)	32.40
Rent, U-Haul Trailer	33.60
Transfer allowance	<u>400.00</u>
Total due	\$654.45"

OPINION OF BOARD: As a result of the August 11, 1972 Agreement, the territory of the former T&P west of Fort Worth to El Paso, Texas was assigned **to** Gang No. 1611, headquartered at Odessa, **and to Camp Car Gang No. 1646.** Both gangs performed **construction and repair** work as assigned **on** this territory. By the end of June, 1975, the Carrier determined that **there** was not sufficient work to justify **continuance** of two gangs, and as a result Gang No. 1611, headquartered at Odessa, was abolished as of July 4, 1975. **The three employees** assigned to Gang No. 1611 acquired displacement rights under Rule 37 of the Signalmen's Agreement. Foreman Lewis took a position at **Denton, Texas** and moved his residence to **Lewisville.** Signalmen Wright and Kimbrell took positions in Dallas, Texas, and **moved** their residences to Dallas. The **claims in** the instant case are for the moving expenses of each **employee.**

We find that paragraph 6 of **the August 11, 1972 Agreement** is clearly not applicable to the instant case.

The Organization contends that the claims for moving expenses are due under Article VIII of the National Mediation Agreement of November 16, 1971, which states:

"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."

~~The record demonstrates that both Gang No. 1611 and~~
Gang No. 1646 were assigned to the territory between Fort Worth and El Paso. ~~The Carrier abolished Gang No. 1611 because of lack of work. There was no rearrangement or~~ combining of geographical territories; the territory of Gang No. 1646 remained the same. There were no additional positions created on Gang No. 1646, nor were existing positions changed. We find that the abolishment of Gang No. 1611 was not an organizational, technological or operational change within the purview of Article VIII. See the line of Awards of S.B.A. No. 605, starting with Award No. 7. We must deny this 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 Agreement was** not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A.W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this **30th** day of **June 1978**.

