

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22147
Docket Number SG-21850

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

On behalf of Signal Maintainer R. T. Harris for transfer allowances and expenses pursuant to Article VIII of the November 16, 1971 Agreement to cover his change of residence during the week of June 2, 1975, from Athens, Alabama, to Lewisburg, Tennessee." [Carrier file: G-278-12, G-2788

OPINION OF BOARD: Claimant was displaced from his position as Signal Maintainer at Athens, Alabama, by a former Leading Signal Maintainer owing to the abolishment of the latter's position. As a result, Claimant exercised his rights to obtain a position at Lewisburg, Tennessee.

Pursuant to this action, Claimant seeks transfer allowance and expenses as provided under Article VIII of the National Mediation Agreement of November 16, 1971, which reads as follows:

"When a carrier makes a technological, operation and/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."

In Award No. 20665 (Edgett) the Board dealt with a virtually identical situation in which the Board denied the Claim, since the employe involved was not directly affected by the Carrier's action but was -- as in this case -- affected only in a secondary manner as the result of the exercise of seniority rights by another employe.

The Board sees no distinctive elements in the present dispute to distinguish it from Award No. 20665. Nor does the Board, upon review, find any reason to revise its conclusions reached 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;

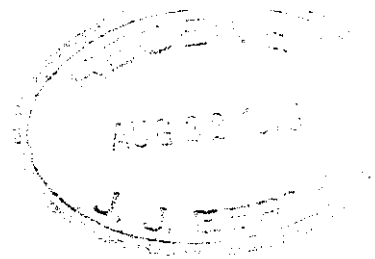
That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

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: *C. W. Paulsen*
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1978.