

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22496

Docket Number SG-22281

Louis Yagoda, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(The Atchison, Topeka and Santa Fe  
( Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

Claim on behalf of Signal Foreman D. A. Sage for moving expenses and transfer allowance as outlined under Appendix 10 of current Signalmen's Agreement, as amended (changes of residence due to technological, operational or organizational changes) when caused to exercise displacement rights between Alvin and Temple, Texas, because of abolishment of position at Alvin, Texas, effective July 1, 1976." [Carrier file 14-1300-40-11]

OPINION OF BOARD: The parties join issue on whether the abolishment of Signal Gang No. 42 at Alvin and the consequent movement of Claimant to Signal Gang No. 41 at Temple was caused by a "technological, operational or organizational" change within the meanings of those words as used in Appendix No. 10.

Organization regards as significant the fact that Appendix 10 begins with the words "When a carrier makes...a change..." It regards the situation under consideration as one which met this condition of Carrier instigation and initiation. That is, the Carrier's action of abolishing Signal Gang No. 42 at Alvin could only have the consequence of Claimant's use of the only recourse left open to him - invoking his seniority which, in turn, made inevitable his necessity to domicile himself at Temple. Organization comments: "Certainly, no reasonable person would contend that Appendix 10 was to be interpreted in such a manner that employees would be encouraged to forfeit their seniority as Signalmen merely to relieve the Carrier of its obligation to pay the moving and transfer allowances provided herein."

**Organization** also points out that **Claimant** could not **conform** to the change-of-residence-not-required exception in Appendix No. 10 for **changes** not exceeding 30 miles from original reporting point because he did **not** have sufficient seniority to displace **any employe** within 30 miles of the abolished **position**.

**Organization identifies** a number of Awards which it regards as having sustained claims made for circumstances of the same general characteristics as the instant one particularly Award **Number** 22175, Third **Division**.

Carrier characterizes Organization's posture as implying that Point Headquartered Gangs have territorial **assignments** and the **abolishment** therefore having **improperly** changed said assignment. **But it points** out that no pertinent **Agreement** rule contains any restriction **against** assigning Point Headquartered **Gangs** at **any** location on their seniority district. The gangs at Temple and **Alvin** were on the same seniority district.

Carrier also calls the Board's attention to the first words in Section 8 of the Point Headquartered Agreement: "Employees **obtaining assignments in** point headquartered **gangs** when initially **established...shall,**" etc. No **gang** was established, initially, or otherwise on or about July 1, 1976. Claimant whose job was abolished in force reduction, merely exercised his seniority and displaced the **Signal Foreman** at Temple.

Carrier regards it as noteworthy that **when** Point Headquartered Gang No. 42 was established at Alvin on August 16, 1976, there were no claims from, or **on** behalf of, any **employe** who then obtained assignment **in** that gang. It **comments:** "Obviously, the Organization agrees with Carrier that that was not an initial establishment of a Point Headquartered **Gang**."

Carrier's principal attack on Organization's position is that it has failed to establish that the abolishment of **Signal** Gang No. 42 was the result of a "technological, operational or **organizational** change." It is not disputed that the cessation of the barely-begun crossing gates work at Alvin, **Texas** was a temporary suspension of said work to reduce expenses and that the work there was **resumed** about **1½** months later. No signal projects belonging to

the Southern Division were assigned, in the interim, to the Temple, Texas Signal Gang. There was no change in the organization of, methodology of or configuration of existing work or any **technological** substitution or modification of its handling.

Carrier calls the Board's attention to a number of Awards which it regards as having denied similar claims **under** similar circumstances, particularly Award Nos. 7 and 76 of Special Board of Adjustment No. 605, wherein it was held that an abolished position was neither a technological, organizational nor operational change within the meaning and intent of the governing Agreement clause thereon.

We find ourselves in agreement with the principles enunciated by Board of Adjustment No. 605 **and** are of the opinion that the circumstances in the instant **claim** conform basically to those dealt with by said Board in reaching denial **conclusions**. Board of **Adjustment** 605 acted in response to the terminology ("...a technological, operational or organizational **change** requiring an **employee** to transfer to a **new** point of employment...") of a 1965 **Agreement**. When the parties herein used the same terminology in their November 1971 Agreement, they were necessarily adopting also the interpretation thereof which had become fact **and** obligation by the Awards of Special Board of Adjustment No. 605.

As for Third Division Award 22175, the circumstances present there are distinguishable from the instant situation by reason of the fact that the occurrences on which the Board acted **in** that case **involved** the **simultaneous** abolishment of **one** gang **and** the creation of another on the same day. The Board found that this pattern winced a "coordinated plan of restructuring the **Department**" and thus, in the Board's opinion, constituted an "organizational change" compelling Claimants to transfer to a **new** point of **employment**.

We find no such pattern here nor any other persuasive **indicia** which could reasonably be regarded as a "technological, operational or organizational change requiring an employee to transfer to a new point of employment" and, because of that, subjecting him to the costs and burdens compensable by the protective benefits of **Appendix** No. 10 and the Washington Job Protection Agreement.

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. Paulson*  
Executive Secretary

Dated at Chicago, Illinois\* **this 24th day of August 1979.**