

THIRD DIVISION

Dana E. Bischen, Referee

STATEMENT OF CLAIM: "This is to serve notice, as required by the rule 6 of the National Railroad Adjustment Board, of my intention to file an ex parte submission on May 1, 1978 covering an unadjusted dispute between me and the Southern Railway System involving the question:

Claim: Claimant B. V. Carnahan, Route 1 Box 170-B, Ooltewah, Tenn., for sale of claimant's home and 75 acres of land, plus all other benefits including moving expenses, as provided in the April 3, 1965 Agreement, account of Carrier's technological change at Ooltewah, Tennessee, causing Claimant's position of Operator-Leverman at Ooltewah, Tennessee, to be abolished at end of tour of duty November 25, 1975."

OPINION OF BOARD: The facts giving rise to the present dispute evolved from changes made at Ooltewah, Tennessee on or about November 25, 1975, when Carrier extended its CTC operation to include the Ooltewah area. As a result, three positions of Operator-Leverman were abolished, including the position occupied by Claimant on the 3rd trick. The Claimant then exercised his seniority to a Demurrage Clerk position, in the same seniority district, twenty-five (25) miles away, at Dalton, Georgia, effective December 1, 1975. He worked this position until he was displaced by a senior man returning from sick leave, on January 15, 1976, whereupon he elected to train on a position of Ticket Clerk-Operator in Atlanta, Georgia, rather than displace a junior employee at Peachtree station. Claimant was then placed on the road extra board pursuant to Rule B-14 of the Agreement.

The claim filed with this Board requests benefits under the Stabilization Agreement dated April 3, 1965, on the assumption the changes effected in November 1975 entitled Claimant to certain benefits under the Agreement when his Job MS abolished.

Stripped of extraneous issues, the Petitioner's primary position is that an Implementing Agreement was necessary to effect the changes made on November 25, 1975. The Carrier does not agree, and no Implementing Agreement was cons-ted with Claimant's Organization. The Claimant relies upon Article III and Article V of the April 3, 1965 Agreement in support of his present claim.. Neither of those provisions support his position. The

Claimant was not transferred from one seniority district or roster to another, but in fact he exercised his seniority to a position at Dalton, on the same seniority district less than thirty (30) miles from Ooltewah. Equally important Claimant did not change his residence when he was displaced at Dalton. See Awards 153, 271 and 386 of SBA 605. Claimant was displaced at Dalton by an employee who had been off sick, in the normal exercise of seniority. His subsequent move to Atlanta was a result of a voluntary exercise of seniority and not as a result of a change under Article III or V of the April 3, 1965 Agreement. Awards 110 and 133 of SBA 605.

The issues dealing with the alleged transfer of certain operators' work to Train Dispatchers with the extension of CTC was considered in Award 20753 and there it was stated:

" . . . this Board has held, in numerous decisions, that the control of switches and signals through Centralized Traffic Control systems, manned by Train dispatchers, is not a violation of Petitioners' Agreement. Awards 19767, 19594, 19068, 14342, 14341, 10725, 10401 and 10303."

See Award 390 SBA 605.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

Award Number 23171
Docket Number MS-22563

Page 3

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By order of Third Division

ATTEST: *A. W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1981.