

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company (UP):

On behalf of Marshall Magee for benefits under APPENDIX 14, account of Carrier violated the current Signalmen's Agreement, as amended, particularly APPENDIX 14, when it refused to compensate him for moving from Pocatello, Idaho to Las Vegas, Nevada." Carrier file 87-0395G

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant's position at the Pocatello, Idaho, Signal Shop was abolished and, by virtue of his seniority, Claimant was forced to displace to a position in Nevada, about 165 miles from his residence. It was this move which triggered Claimant's request for a lump sum payment as provided in Article XII of the January 8, 1982 National Agreement.

The Organization argues that the act of abolishing a series of positions at the Pocatello Signal Shop on August 8, 1987, constituted a change covered by the phrase "technological, operational and organizational" as used in Article XII of the applicable National Agreement. The Organization argues further that elimination of positions at the Signal Shop was part of a restructuring program. In addition it is pointed out that the work all remained at the Signal Shop. The Organization maintains that Carrier changed the organizational entity of the Signal Shop causing Claimant to move, and triggering the moving and transfer benefits.

Carrier states that the actions taken with respect to the Signal Shop at Pocatello were caused by a fall-off in business and consequent budgetary constraints. In short, Carrier argues that all that transpired was a reduction in force for business reasons which included abolishing nine positions at the Pocatello Signal Shop. Carrier insists that there were no technological, operational or organizational changes and the shop continued to operate as it had in the past, albeit with fewer employees.

An examination of the record of this dispute supports Carrier's assertion that there were adverse business conditions necessitating cut-backs in employment. This is demonstrated by the end product of work continuing at the Signal Shop with better than a 50 per cent reduction in Agreement personnel. The crux of this dispute is the charge by the Organization that a technological, organizational or operational change has occurred at the Signal Shop. However, the Organization has not furnished specific information or evidence to support its general allegation. As the Board views it, all the record shows is the abolishing of several positions, including Claimant's. Such actions do not constitute a violation of Article XII when travel and transfer allowances are denied (see Awards 7, 69 and 300 of SBA No. 605 as well as Third Division Award 25363). The Claim, consequently, must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1989.