

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award No. 29929

Docket No. SG-30236

93-3-91-3-708

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Burlington Northern Railroad

STATEMENT OF CLAIM: "Claim on behalf of the General Committee
of the Brotherhood of Railroad Signalmen:

Claim on behalf of J.O. Longsdorff for \$718.99, because the Carrier violated Rule 52-A and 52-D, when it failed to reimburse him for actual expenses incurred." Carrier File No. SI 91-01-18. GC File No. SP-1-91. BRS Case No. 8590.

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 is seeking payment of an additional \$718.99 in moving expenses connected with a move from Tacoma, Washington to Pasco, Washington, when his job was abolished and he exercised a displacement over a junior employee. Upon arrival at the new location, Claimant submitted a request for \$1,124.38 in moving expenses. This amount included transportation expenses for the movement of household goods, meals and lodging expenses for Claimant and his wife, and temporary living expenses while looking for lodging at Pasco. Carrier allowed Claimant 405.29, which represented an amount equal to the expenses incurred for U-Haul rental, gasoline and automobile mileage for the trip to the new work location.

The Organization maintains that Claimant is entitled to full reimbursement because a practice is in place applying an Electrical Worker's transfer rule to Signalmen transfers, and that a number of

previous claims settlements have allowed such expenses. Carrier, maintains that Claimant was properly reimbursed for the movement of household expenses under Rule 52 of the Signalmen's Agreement, the IBEW Rule is inapplicable to Signalmen, and that all of the claims settlements submitted by the Organization in support of its position were disposed of on a non-referable basis, which does not establish precedent of any type.

The Organization is the moving party in this matter. As such, it shoulders the burden of initially establishing a basis or foundation for its claim. Reliance on an IBEW Rule is misplaced, in that there is inadequate evidence in this record to demonstrate that a clear and mutual understanding existed that the Rule would be applied to Signalmen transfers. With regard to those claims settlements the Organization has cited in support of its arguments, the Board notes that Carrier is correct, they were made on a non-referable basis. A variety of considerations exist when such settlements are made on this basis, and it is obvious that the intent of the parties in making such settlements on a non-referable basis is to preclude the establishment of precedents which may be cited to their disadvantage at a later date. The Board is obligated to recognize such conditions in claims settlements, and, therefore, they cannot be accepted as precedent of any sort.

Accordingly, Rule 52 of the Signalmen's Agreement is the operative rule in this matter. Paragraph D. of that rule provides that employees exercising seniority rights to new positions or vacancies which require a change in residence are to receive free transportation for themselves, members of their families, and their household goods. When Claimant was allowed reimbursement of the cost of a U-Haul rental and gasoline, plus mileage for the actual miles driven, the requirements of the rule were satisfied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 2nd day of December 1993.