

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30745
Docket No. SG-30864
95-3-92-3-689

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation
(Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen (BRS) on the Chicago and North Western Transportation Company (CNW):

Claim on behalf of R. R. Siders:

- (A) Carrier violated the Agreement, particularly Appendix 'F,' when it failed to provide the moving expenses benefit provided therein following an operational change which required Claimant to change his residence.
- (B) Carrier should now be required to provide the benefit pursuant to Appendix 'F.'"

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 to appearance at hearing thereon.

Claimant was employed as a signal inspector at Boone, Iowa. In December, 1990, Carrier changed signal territory headquarters from Boone to Cedar Rapids, Iowa. As a result, Claimant was offered a choice: 1) Take another job in Boone or at another location to which his seniority would entitle him, or, (2) Follow his job to Cedar Rapids. Claimant chose to relocate to Cedar Rapids and applied for "Appendix 'F', Change of Residence," moving expense reimbursement.

Before Claimant was able to make the move, however, he was displaced by another signal employee. Claimant then exercised his seniority to displace onto a position at Missouri Valley, Iowa. As a consequence of taking the job at Missouri Valley, Iowa, Claimant moved his residence to Blair, Nebraska and requested Appendix F moving expenses for the relocation from Boone to Blair. Carrier's denial of that request constitutes the gravamen this dispute.

Carrier maintained that the Claimant was not "required" to move by the change of headquarters, and further, Claimant's ultimate move was not precipitated by the headquarters change. Premised upon that reasoning, Carrier maintained that Claimant was not entitled to moving expense reimbursement. For its part, the Organization asserted that the change in Claimant's position was part of an overall rearrangement of forces involving the abolishment of 31 positions and changes to 13 others, constituting operational and/or organizational change within the context of Appendix F. Claimant's move was not "voluntary," since Carrier initiated the changes and the Agreement did not "require the employee to restrict his seniority in order to avoid application of transfer benefits."

As in most such cases, the determining factor is whether Claimant's change of residence was proximately caused by a "technological, operational or organizational change" within the meaning of that quoted term in Appendix F. Consideration of the plain language of Appendix F persuades a majority of the Board that the change of more than 100 miles in Claimant's headquarters required him to transfer to a new point of employment requiring him to move his residence. The simultaneous abolishment of 31 positions and a 100 mile change in headquarter points is clear evidence of a rearrangement of forces representing a fundamental reorganization by Carrier. Arbitral precedent from similar disputes clearly indicates that departmental rearrangements of this type and magnitude are considered organizational changes covered by Appendix F of the Agreement. See Public Law Board No. 3402, Award 20, Special Board of Adjustment No. 606, Award 132, and Third Division Award 21189. Claimant was not required to displace to a lower-rated job at the old headquarters to relieve Carrier of its Appendix F obligation and his subsequent exercise of seniority and transfer of residence to obtain a like position at Missouri Valley was directly causally linked to the transfer of headquarters to Cedar Rapids, ie., it would not have occurred but for that change of his original headquarters.

AWARD

Claim sustained.

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O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 24th day of February 1995.