

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 34969  
Docket No. SG-34081  
00-3-97-3-623**

**The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Burlington Northern and Santa Fe Railway Company  
( former Burlington Northern Railroad)**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Railroad (BN):**

**Claim on behalf of T. F. Ebert, S. T. Kersten, and T. J. Laney for allowance of moving benefits, a transfer allowance, and a monthly wage guarantee, account Carrier violated the current Signalmen’s Agreement, particularly Rule 32, when it refused to allow the Claimants these benefits when they were displaced as a result of an operational/organizational change and required to move their residences. Carrier’s File No. SIA 96-06-06AA. General Chairman’s File No. TC-10-96. BRS File Case No. 10363-BN.”**

**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 were given due notice of hearing thereon.**

In August 1994, R. D. Neumann took an exempt position to engineer highway crossing plans for a large Amtrak corridor project in the Pacific Northwest along with other duties. Upon completion of the projects, Neumann's position was abolished. Neumann exercised his seniority causing a chain of displacements affecting the Claimants, which the Organization states forced them to relocate.

The Organization seeks to invoke Rule 32 on the Claimants' behalf:

**"RULE 32. CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGES.**

When Carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Section 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted five (5) working days instead of "two working days" provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of \$400. Under this provision, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than thirty (30) miles from his former reporting point.

[Note: The transfer allowance was increased to \$800 in the National Agreement of June 4, 1991.]"

The Organization asserts that the action taken involving Neumann was an "operational, or organizational change" made after the BN's merger with the Santa Fe. The Organization further alleges that the Carrier made the decision to contract most of the engineering work that had previously been done in Arden Hills, Minnesota, and Englewood, Colorado, and that the Assistant Vice President of Signals, D. G. Boll was instructed to make cuts in the former BN engineering staff causing some employees to be let go and forcing others to take early retirement. The Organization also generally alleges that the Carrier decided to cut or eliminate the engineering staff and to contract out most, if not all, of the engineering work which had previously been

done in house by BN employees that caused these displacements. The Carrier denies these allegations, particularly noting that "[t]he Arden Hills office is still in Arden Hills and will not relocate until this summer" and focuses on the fact that the duties of Neumann's exempt position were completed, the job was abolished, and Neumann exercised his seniority back to the craft.

The parties' perceptions of the relevant facts are obviously different. The Organization alleges a series of events caused the Claimants to be adversely affected while the Carrier looks to the abolishment of Neumann's exempt position causing him to exercise his seniority with the resultant displacements. Because this is a contract dispute, the burden is on the Organization to demonstrate facts supporting its allegations. The Carrier effectively denied the generalized allegations made by the Organization and the record contains insufficient facts to show that more than the abolishment of Neumann's exempt position occurred. Without more, the Board cannot find that the actions complained of were more than the abolishment of Neumann's exempt position and his subsequent exercise of seniority.

*The abolishment of a position by itself does not invoke the protections or Rule 32. See Third Division Award 29910 citing Public Law Board No. 3402, Award 17:*

*"... [I]t has long been held, by scores of awards, that job abolishments resulting from a lack of work are not, per se, considered as job abolishments resulting from an organizational or operational change.*

*\* \* \**

*If "operational" or "organizational" changes were intended to cover something as frequent and ordinary as a reduction in force, there are few changes to which such an expansive definition would not apply. Virtually every action initiated by Carrier affecting personnel could be so described."*

Special Board of Adjustment No. 605, Award 235 relied upon by the Organization does not change the result. There, a position was abolished, but the carrier divided the work between two other positions whose territories were rearranged to absorb the work of the abolished position. That is not this case. This case is simply the abolishment of a position upon completion of the work. There is no

evidence that the work of the abolished position in this case was dispersed as in Award 235. Indeed, Award 235 recognizes that:

“ . . . Abolishing a clerk’s position in an office may very well not be an operational or organizational change, just as reducing forces in a signal gang has been held in other cases not to be such a change. . . . Where organizational and operational changes are not involved in the abolishment of the position, it is immaterial what the reason for the abolishment is.”

Without more facts, we cannot find that Rule 32 governs this dispute. Based on this record, the action in this case involved a job abolishment, not an operational or organizational change. The claim shall be denied.

**AWARD**

**Claim denied.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 20th day of September, 2000.**