

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 35921  
Docket No. SG35287  
02-3-99-3-147**

**The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.**

**PARTIES TO DISPUTE: (**  
**(Brotherhood of Railroad Signalmen**  
**(Union Pacific Railroad Company**  
**( (former Missouri Pacific )**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad (former Missouri Pacific):**

**Claim on behalf of R.M. Urban for payment of all benefits under Rule 14, account Carrier violated the current Signalmen’s Agreement, particularly Rule 12(d), when it did not allow the Claimant to displace the position headquartered at Palestine, Texas, when his position at Fort Worth, Texas, was abolished. Carrier’s File No. 1119148. General Chairmen’s File No. 98-29-T-A BRS File Case No. 10904-MP.”**

**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.**

The Claimant was one of four Communication Technicians working at Fort Worth, Texas. As such he regularly worked first shift, Monday through Friday, and in fact did so pursuant to a Family and Medical Leave Act restriction that required that he work that schedule. On January 20, 1998, the Carrier abolished the Claimant's position, as well as those of three other Communication Technicians due to difficulty covering service needs at the Fort Worth facility. Simultaneously, the Carrier re-bulletined the four positions such that the positions would require multiple shifts. The Claimant was awarded one of the newly bulletined positions, but then attempted to displace a junior employee at Palestine, Texas. His attempt was initially rejected by the Carrier because the position he sought was not eligible for displacement, but he ultimately successfully displaced into Palestine, Texas.

The Organization argues that because the Carrier abolished the four Communication Technicians positions and reestablished them at the same time with different work days and hours it made a "technological, operational, or organizational change" within the meaning of Rule 14 and therefore, under that Rule, the Claimant was entitled to various benefits under the Washington Job Protection Agreement as well as Rule 14 itself. The Carrier, on the other hand, argues that its action was not a "technological, operational, or operational change" and moreover the action did not require that the Claimant move his residence, another condition precedent to the payment of benefits under the Agreement and Rule 14.

We find it unnecessary to resolve the dispute between the parties as to whether the Carrier implemented a "technological, operational, or organizational change" within the meaning of Rule 14 because, assuming arguendo that it did, Rule 14 also requires that in order for an employee to be entitled to the benefits provided in the Rule he or she must also be required to move as a result of the change. In this case the record reflects that after the Claimant was awarded the newly bulletined position at Fort Worth he chose to displace into Palestine, Texas. Thus, his move to Palestine was not the result of the abolishment and rebulletining of the positions at Fort Worth, but rather was the exercise of his bidding and seniority rights not applicable under Rule 14.

### AWARD

Claim denied.

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**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 22nd day of January, 2002.**

