

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 39285
Docket No. SG-39112
08-3-NRAB-00003-050581
(05-3-581)

The Third Division consisted of the regular members and in addition Referee Joyce M. Klein 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:

Claim on behalf of C. S. Anselmi, for \$800.00 in moving allowance, account Carrier violated the current Signalmen’s Agreement, particularly Rule 55 and Appendix F, when Carrier force assigned the Claimant to a Signal Maintainer’s position in Sanderson, Texas, forcing the Claimant to change his residence in excess of 30 miles, then refused to compensate the Claimant under the provisions of Article XII of the Washington Job Protection Agreement as outlined in Rule 55. Carrier’s File No. 1409053. General Chairman’s File No. S-55-534. BRS File Case No. 13356-UP.”

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.

On June 25, 2004, the Claimant was force-assigned to a Signal Maintainer position in Sanderson, Texas, which is more than 30 miles from his previous residence in Capot, Arkansas. On July 9, the Claimant bid for and was assigned to a temporary Interlocking Repairman vacancy in North Little Rock, Arkansas. The Carrier was not able to release the Claimant from Sanderson at that time. The Claimant reported to that position on July 12, 2004. Upon reporting, he was advised that he would be on the position for at least two to three months. On July 14, the Claimant rented a room in Alpine, Texas, and notified the Carrier of his address change. The lease for the Claimant's lodging in Alpine reflects that his residence was a motel where rooms or apartments could be rented either by the week or by the month. On July 23, the Claimant applied for and was awarded a Signalman position in Addis, Louisiana. The Claimant was released to take the position in Addis. The Claimant seeks an \$800.00 transfer allowance for his move to Alpine, Texas.

The Organization asserts that the Claimant relocated to an apartment in Alpine, Texas, to take his assignment in Sanderson, Texas, and duly notified the Carrier of the address change and thus, is entitled under Rule 55 to Article XII benefits including a transfer allowance of \$800.00.

The Carrier argues that the Claimant did not permanently change his residence and thus, is not entitled to Article XII benefits as requested. The Carrier points out that the Claimant did not establish residence in Sanderson and that he immediately bid to another location.

Rule 55 provides that "an employee force-assigned to a position under the provision of this rule will be eligible for Article XII benefits." Article XII provides for an \$800.00 transfer allowance "when a 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. . . ." Numerous Awards

have addressed the issue of a change of residence requiring that such change be permanent in nature. See for example Award 18 of Public Law Board No. 3399.

In this instance, the Claimant was force-assigned to a position in Sanderson, Texas, but had no intention of making more than a temporary move. Before the Claimant reported to his assignment in Sanderson, Texas, on July 12, 2004, he had bid for and was awarded an alternate assignment in North Little Rock, Arkansas, but the Carrier was unable to release him for that assignment. Thus, when the Claimant arrived in Sanderson, he knew that the move was temporary at best and rented a room or apartment in a motel in Alpine, Texas, 85 miles from Sanderson. The fact that the Claimant submitted a temporary change of address to the Carrier is not sufficient under these circumstances to show that the move was anything but temporary and thus, the claim must 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 21st day of July 2008.