

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20249
Docket Number SG-19912

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(George P. Baker, Richard C. Bond, Jervis Langdon,
(Jr. and Willard Wirtz, Trustees of the Property
(of Penn Central Transportation Company, Debtor.

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Pennsylvania Railroad Company that:

(a) The Company violated Article 2, Sections 4(a) and 9, and Article 4, Sections 22(a), (3), and (4) of the current schedule Agreement when, on January 18, 1971, it arbitrarily moved the headquarters of R. F. Allen, P. R. Allen, and D. S. House from their assigned headquarters in the northwest corner of the Fort Wayne Engine House to the new addition in the middle of the Old Mill Building, without abolishing and readvertising their positions.

(b) R. F. Allen, P. R. Allen, and D. S. House be paid 2.7 hours at the time and one-half rates of pay of their respective positions for each and every day commencing January 18, 1971, and continuing until correction is made, because of the violations cited in claim (a) above.

/Carrier's File: System Docket 786 - Fort Wayne Div. Case No. F-2-71/

OPINION OF BOARD: Prior to January 18, 1971, Claimants were headquartered in the Northwest corner of the Fort Wayne Engine House. At that time, Carrier moved their headquarters a distance of approximately one-fourth ($\frac{1}{4}$) of a mile, without abolition and readvertising of positions.

The Organization cites a number of rules, however, we feel that an interpretation of Article 4, Section 22(a) (3) disposes of this dispute:

"(A) When any of the following changes occur in a regular position the position shall be re-advertised:
(3) A material change in location of headquarters."

Claimants suggest that the claim should be sustained because the dictionary definition of the word "material" suggests that it encompasses any move which is "physical, tangible, or actual."

As we read the entire rule, we cannot conclude that the word "material" was included to cover any move, no matter how minute.

While we can concur that a move of a long distance could be considered as "material", without further explanation, we do not agree that a move of a short distance, in and of itself, suggests whether it is "material" or not. A move of one-fourth ($\frac{1}{4}$) geographic miles could be a benefit to the employees, or it could result in the new location being inaccessible as a practicable matter, based upon geographic terrain.

The record, as developed on the property, merely reveals that the headquarters were moved one-fourth ($\frac{1}{4}$) mile, and nothing more. That fact alone does not establish to us that the move was "material" and accordingly, we will dismiss the claim.

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

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim is dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1974.