

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23419
Docket Number SG-23336

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company:

On behalf of Signaller Dean Scott for moving expenses in the amount of \$286.80, five days' pay, and a \$400.00 transfer allowance as a result of securing a position of signal maintainer at Oklahoma City."
(Carrier file: D-9849)

OPINION OF BOARD: This claim arises from the fact that claimant Dean Scott, a signal maintainer at Claremore, Oklahoma, moved his job location to Oklahoma City, Oklahoma. The Organization contends that because of the move, claimant is entitled to the benefits of Rule 31(b), wherein Sections 10 and 11 of the Washington Job Protection Agreement are referenced. Specifically, the Organization is requesting a \$286.80 moving allowance, \$400.00 transfer allowance, and five days pay for claimant.

Carrier denies the claim and alleges that the change in claimant's job was of his own choosing and not directed by Carrier because of a technological, operational or organizational change, requirements that make Rule 31(b) operable.

This Board cannot agree with Carrier that its action in this case is not covered under Rule 31(b). Carrier installed power switches in the Cherokee Yard. It became necessary to provide 24-hour maintenance service on a seven-day basis. This requirement made it necessary for Carrier to make adjustments in numerous maintainers' position, including the one held by claimant.

Under Article 41 of the Schedule Agreement, when a Carrier changes a rest day, the location of headquarters, the pay basis, or a territorial limit, the position must be rebulletined. That is what took place in this case. Claimant's job was changed, along with other jobs, because of Carrier's need to cover the power switches on a 24-hour, seven-day basis. A more senior employee bid the job and claimant was forced to take another position. This Board considers the installation of the power switches and the subsequent changes in the maintainer's job to be precisely the type of situation that Rule 31(b) covers.

Carrier bases its denial of this claim on numerous principles. It especially argues that even if claimant was required to take another maintainer's job, he did not have to take a job in Oklahoma City, a distance of more than thirty miles from his reporting point in Claremore. He could have bid and held three maintainer jobs in Cherokee Yard. That is less than 30 miles from Claremore and claimant would not have been eligible for the moving benefits under Rule 31(b).

It was his own choosing not to bid on the Cherokee Yard jobs, but to wait until he was displaced from his Claremore position so that he could displace the maintainer at Oklahoma City and subsequently receive the monetary benefits of Rule 31(b).

The record of this case, however, does not support Carrier's position that if claimant had bid a Cherokee Yard job, he would have been less than 30 miles from the reporting point for the Claremore position. In its submission, Carrier clearly states that it is 31 miles from the reporting point at Claremore to the reporting point in the Cherokee Yards. That would have been the closest job claimant could have held. If he had bid those jobs, he would have been eligible for the benefits of Rule 31(b).

This Board is of the opinion that this claim must be sustained for the moving expenses incurred by claimant and for the \$400 transfer allowance specified in Rule 31(b). Carrier is not responsible for the five-days of pay requested by the Organization. Section 10(a) clearly states that an affected claimant is to be reimbursed for his own actual wage loss during the time necessary to find new housing. Claimant in this case had no lost time. Consequently, no money is due him under this benefit.

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 Agreement was violated.

Award Number 23419
Docket Number SG-23336

Page 3

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Claim sustained in accordance with the Opinion. Carrier is directed to make payment of \$286.80 for moving expenses and a \$400 transfer allowance.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson

Executive Secretary

Dated at Chicago, Illinois, this 3rd day of November 1981.