

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 44911  
Docket No. SG-46985  
23-3-NRAB-00003-210718**

**The Third Division consisted of the regular members and in addition Referee Kathryn A. VanDagens when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Union Pacific Railroad**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:**

**Claim on behalf of C.M. Chen, for the \$800.00 transfer allowance, \$1,212.28 in moving expenses, and five working days paid at the Signal Maintainer rate of pay; account Carrier violated the Signalmen’s Agreement, particularly Appendix E, when it made an organizational change that resulted in the Claimant being required to transfer and relocate for a new point of employment and failed to provide him the required benefits associated therewith. Carrier’s File No. 1737274. General Chairman’s File No. W-Appendix E-0087. BRS File Case No. 16449-UP. NMB Code No. 32.”**

**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.**

When this dispute arose, the Claimant was assigned as a Signalman on Gang 2151 headquartered in Hinkle, Oregon. On February 12, 2020, the Claimant was displaced from his signalman position. The Claimant sought to bid to displace a junior signalman on the same crew, but the Carrier abolished the position. On February 20, 2020, the Claimant bid to a Signal Maintainer Position on Signal Crew 7027 in Kent, Washington. The Claimant sought compensation for transfer allowance, reimbursement of expenses and five days' pay at the signal maintainer rate due to relocation. The Carrier denied the claim.

In a letter dated April 16, 2020, the Organization filed a claim on the Claimant's behalf. The Carrier denied the claim in a letter dated June 8, 2020. Following discussion of this dispute in conference, the positions of the parties remained unchanged, and this dispute is now properly before the Board for adjudication.

The Organization contends that the Carrier violated the Agreement, particularly Appendix E, when it made an operational/organizational change, forcing the Claimant to exercise his seniority to Kent, Washington, forcing him to relocate from his residence in Troutdale, Oregon. The Organization contends that the Carrier was required to compensate the Claimant for the moving expenses, for the transfer allowance the five days of wages at the Signal Maintainer rate of pay as outlined in Appendix E, Article XII - Changes of Residence Due to Technological, Operational or Organizational Changes. It provides,

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, such transfer and change of residence shall be subject to the benefits contained in Sections 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 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 \$800. 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 30 miles from his former reporting point.

NOTE: The above paragraph applies not only to the employee who is initially displaced under the circumstances described but also to any other employee who is subsequently displaced under the circumstances

described and is required to move his residence.

The Organization contends that the Carrier had a massive operational change when it scaled down Hinkle Yard operations that altered several crafts within the yard. The reduction in personnel followed the Precision Scheduled Railroading, clearly an operational change.

With respect to the Carrier's assertion that the Claimant never gave up his previous residence in Kent, Washington, the Organization contends that the Carrier is unrealistic to assume that the Claimant would do so before receiving the promised benefits. The Organization contends that the Claimant was entitled to the benefits under Appendix E when he protected his seniority and moved 165 miles to a new assignment. The Organization contends that the Carrier never provided any evidence that the Claimant should be denied the benefits he is due.

The Carrier contends that the Organization has failed to prove that there was a technological, organizational, or operational change which caused the Claimant to transfer to a new point of employment. In addition, the Carrier contends that the Organization has failed to prove that the Claimant was entitled to compensation under Article XII. The Carrier contends that the Organization has failed to present any evidence that the Claimant was compelled to move his residence due to a technological, operational, or organizational change. Importantly, the Carrier contends that the Claimant was not compelled to move, as he could have held the Signal Maintainer's position in Kent, Washington from his prior residence. The Carrier contends that the record shows that the Claimant voluntarily bid on the assignment, chose to leave his Signal Maintainer position, and did not change his place of residence.

As the party making the claim, the Organization bears the burden of proof. And in this regard, the claim must fail. An employee is entitled to compensation under Appendix E only when the employee meets the negotiated criteria. The parties have agreed that when an employee is required to transfer to a new point of employment requiring him to move his residence due to a technological, operational, or organizational change made by the Carrier, the employee will be entitled to compensation.

When the language of the parties' agreement is clear and unambiguous, this Board need look no further than the negotiated language agreed to by the parties to resolve their dispute. Here, the Organization has presented no evidence that the

Claimant moved his residence, one of the elements necessary to receive compensation. The Organization even goes so far as to suggest that the Claimant would have been ill-advised to do so when the Carrier had denied his claim to compensation. Accordingly, the Organization cannot show that the Claimant satisfied the condition precedent to entitlement to compensation. He did not move his residence. The Claimant is not entitled to compensation under Article XII.

**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 21<sup>st</sup> day of April 2023.