

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Transportation-Communication Employees Union
TO) and
DISPUTE:) Gulf, Mobile and Ohio Railroad Company

QUESTIONS AT ISSUE:

1. Due to his position being abolished, J. L. Hearn, in order to retain his protected employee status, was forced to displace on a position requiring a change in residence. Did Carrier violate Article III, Section 1 when it refused to allow him moving expenses and five days' pay in making transfer to his new position?
2. Does Article IV, Section 1 apply with respect to an employee who is forced to vacate his regularly assigned position by reason of its abolishment and thus is forced to displace on a lower rated position and/or accept a place on the extra list?

**OPINION
OF BOARD:**

OPINION OF BOARD: The facts are not in dispute. Carrier abolished Hearn's regular position. He exercised his seniority and displaced another employee in his seniority district. This is neither a technological, organizational nor operational change within the meaning and intent of Section 1 of Article III of the February 7, 1965 Mediation Agreement. Since the change is neither technological, organizational nor operational, no moving expenses are allowable. This is in accordance with the Interpretations of November 24, 1965 of said Article III.

It is stipulated on the record that the claimant should be compensated in compliance with Article IV, Section 1, and that the request for five days' pay in making the transfer is withdrawn.

AWARD

The answer to Question 1 is that the Carrier did not violate Article III, Section 1 of the February 7, 1965 Mediation Agreement and that, therefore, the claimant is not entitled to moving expenses for the reasons set forth in the Opinion.

No answer to Question 2 is required in view of the stipulation also set forth in the Opinion.

REFEREES:

George A. Benson
William H. Benson

Award No. 7
Case No. TCU-9-SE

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REFEREES: - Continued

David Solnick

Washington, D. C. - December 19, 1967