

H. C. CROTTY
PRESIDENT

FRANK L. NOAKES
SECRETARY-TREASURER

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

AFFILIATED WITH THE A.F.L.-C.I.O. AND C.L.C.

GRAND LODGE

12050 WOODWARD AVE., DETROIT, MICHIGAN 48203

OFFICE OF
PRESIDENT



FILE SBA #605
2-7-65
Western Pacific

March 4, 1969

Mr. J. J. Berta
704-06 Consumers Building
220 South State Street
Chicago, Illinois 60604

Dear Brother Berta:

Re: Special Board of Adjustment #605
(Disputes Committee, February 7, 1965 Agreement)

For the completion of your records I enclose three copies of Award No. 29 of Special Board of Adjustment #605 in Case No. SG-6-W involving the Brotherhood of Railroad Signalmen and the Western Pacific Railroad Company.

With best wishes, I am

Sincerely and fraternally yours,

H. C. Crotty
President

Enclosure



SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) Western Pacific Railroad Company

QUESTION
AT ISSUE:

Should Carrier now be required to compensate W. D. Dakan the difference between the General Test Maintainer and the Relief Signalman Maintainer rates of pay from close of business October 30, 1964, until he is restored to a General Test Maintainer or a higher rated position.

OPINION
OF BOARD:

On October 1, 1964 claimant was the incumbent of a General Test Maintainer position headquartered in outfit cars - Oroville to Portola (205-317 miles from San Francisco). On October 30, 1964 claimant's position was abolished and he bid in a lower rated Relief Signal Maintainer position headquartered in the same area.

When claimant elected to take the Relief Signal Maintainer position, he could have exercised his seniority to a higher rated Draftsmen's position at San Francisco. Carrier refused a compensation guarantee at the higher rate under Article IV Section 4. A question emerged as to whether a change of residence was entailed under that provision.

We conclude that since the record lacks sufficient evidence to the contrary, claimant did maintain his residence in the outfit cars and a move to San Francisco would have been a change of residence within the contemplation of the February 7, 1965 Agreement. Therefore, claimant is entitled to the difference in compensation.

Because of the unique facts and circumstances of this award, there is no intent to establish a precedent on this or any other carrier.

AWARD

Claim disposed of in accordance with the opinion of Board.

CARRIER MEMBERS

EMPLOYEE MEMBERS

M. E. Parks
J. A. Oram

C. J. Chamberlain
L. E. Leighty