

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) Southern Pacific Company (Pacific Lines)

QUESTION

AT ISSUE: To what protective benefits (compensation and/or travel time and expenses), if any, are Messrs. W. W. Klier, J. W. Blake, W. B. Lindsay, W. W. Graves, P. E. Nickel, C. E. Crumley and W. A. Stevens entitled under the February 7, 1965 Agreement because of Carrier's action of abolishing two (2) Signalman positions in the El Paso Signal Shop effective at 3:30 P.M. on May 28, 1965?

OPINION

OF BOARD: Resolution of the Issue presented turns on the question of whether a protected employee loses his protected status by refusing to work in another seniority district when no work is available to him on his home seniority district.

The abolishment of two signalmen positions in the Rio Grande District's El Paso Signal Shop on May 28, 1965, resulted in three senior claimants making displacements elsewhere on the seniority district. Their claim is for travel time and expenses. Claimants Crumley and Stevens, junior in seniority to the other three, elected not to exercise their seniority for work available in the Shasta Seniority District with a Rio Grande District signal gang temporarily working in the Shasta District.

It is not disputed that there were unfilled vacancies available to Claimants Stevens and Crumley by the exercise of their seniority on their own district even though they were to perform such work in another district. The Memorandum Agreement of July 28, 1950, granted Carrier the right to transfer temporarily signalmen to other divisions.

As such the Board finds that Claimants Crumley and Stevens lost their protected status by failing "to retain or obtain a position available" to them in the exercise of their seniority rights "in accordance with existing rules or agreements." (Section 1, Article II of the February 7 Agreement.) Their seniority rights, of course, are not affected in such circumstances.

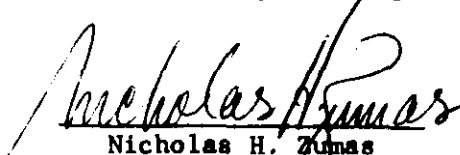
With respect to the question of whether expenses were allowable, the Board is satisfied that the abolishment of a position was not a technological, organizational or operational change within the meaning and intent of Section 1, Article III of the February 7 Agreement. See Award No. 7, Special Board of Adjustment No. 605.

Award No. 69
Case No. SG-8-W

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AWARD

The answer to the question presented is in the negative.


Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
May 26, 1969