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BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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

GRAND LODGE

12050 WOODWARD AVE., DETROIT, MICHIGAN 48203

OFFICE OF

PRESIDENT



February 1, 1972

FILE SBA #605
Awards 279-283

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

Dear Sir and Brother:

For your information, I enclose a copy
of Awards Nos. 179 through 283 and Interpretation
of Award 169, rendered by Referee Friedman.

With best wishes, I am

Sincerely and fraternally yours,

H. C. Crotty
President

Enclosure



NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202 — 659-9320

WILLIAM H. DEMPSEY, Chairman
JAMES A. WILCOX, General Counsel

M. E. PARKS, Vice Chairman
H. E. GREER, Director of Research

W. S. MACGILL, Assistant to Chairman
J. F. GRIFFIN, Administrative Secretary

January 28, 1972

Dr. Murray M. Rohman
Professor of Industrial Relations
Texas Christian University
Fort Worth, Texas 76129

Mr. Milton Friedman
850 - 7th Avenue
New York, New York 10019

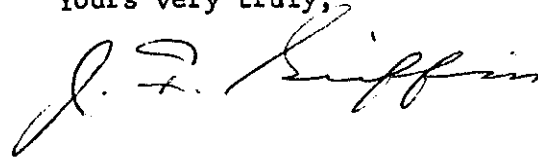
Mr. Nicholas H. Zumas
1225 - 19th Street, N. W.
Washington, D. C. 20036

Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There are attached copies of Awards Nos. 279 to 283 inclusive and Interpretation of Award No. 169, Case No. MW-10-E, dated January 27, 1972, rendered by Special Board of Adjustment No. 605.

Yours very truly,



cc: Messrs.

G. E. Leighty (10)
C. L. Dennis (2)
F. T. Lynch (2)
C. J. Chamberlain (2)
M. B. Frye
H. C. Crotty
✓ J. J. Berta
S. Z. Placksin
R. W. Smith
T. A. Tracy (3)
W. S. Macgill
M. E. Parks
J. E. Carlisle
W. F. Euker
T. F. Strunck

AWARD NO. 279
Case No. TCU-41-W

PARTIES) Chicago & Illinois Midland Railway Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION
AT ISSUE:

Due to being displaced on his position as the result of the abolishment of another position, H. L. Hansen, 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 working days' pay in making transfer to his new position?

OPINION

OF BOARD: According to the Organization, Claimant is entitled to moving expenses and a day's wages because he was required to change his residence as a result of a technological, operational and organizational change made by Carrier which caused his displacement. Carrier denies both that an Article III change occurred and also that Claimant's move was the result of his displacement. On the contrary, according to Carrier, Claimant moved voluntarily.

On March 28, 1966, Carrier acquiesced in Claimant's request that he be allowed a day's vacation on March 29 so that he could move. Claimant, who was living in Pekin, Illinois, while he worked at Manito, moved his residence to Springfield.

On March 31, L. W. Boeker advised Carrier that as a result of the abolition of his position at Forest City, he desired to displace Claimant at Manito on April 1. The Forest City station was closed on March 31 when the Illinois Commerce Commission approved that request of Carrier. On March 31 Claimant was advised that he had been displaced and should place

AWARD NO. 279
Case No. TCU-41-W

himself in accordance with the contract. He thereupon took a position at Ellis, Illinois, some 20 miles from Springfield.


In order for moving expenses to be due in accordance with the Agreement and the Interpretations, the move must be required as the result of an Article III situation, and not as a result of an employee's voluntary action. There is nothing in this record to indicate that Claimant's change of residence was caused by his displacement following a technological, organizational or operational change. It has been suggested that the proximity in date between the move and the closing of the Forest City station, as well as the small size of this railroad where everyone knew what was going on, demonstrates that Claimant knew he had to move, and therefore it was not voluntary.

However, this is pure inference. At the time that Claimant asked for a day off to move his residence, no action had yet been taken to displace him. He had not at that time sought to displace any other employee, but had merely moved his residence. Indeed, Carrier's submission noted the existence of a position close to Manito which would not have required a change in residence upon Claimant's displacement.

Under the circumstances, it must be held that the evidence does not support the claim.

A W A R D

The answer to the Question is No.


Milton Friedman
Neutral Member

Dated: Washington, D. C.
January 27, 1972