SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTION AT ISSUE:

A. The Southern Pacific Company violated the Mediation Agreement dated February 7, 1965, and the agreed-upon Interpretations of that Agreement dated November 24, 1965, when it failed to comply with Section 2 of Article III of these interpretations and the agreement by not allowing Mr. Haggard all the benefits contained in Section 10 of the Washington Agreement when Mr. Haggard was caused to change his place of residence in order to retain his protected status due to an operational change of the Carrier on February 21, 1966.

B. Mr. C. B. Haggard be allowed five (5) days at the Signal Maintainer's daily rate of pay for the dates of February 21, 23, 24, 25, and 28, 1966.

C. Mr. Haggard be allowed reimbursement of all moving and personal expenses incurred by him and members of his family, as specifically provided in Section 10 of the Washington Agreement, while moving from Mojave to Tulare, California, to retain his protected status.

OPINION OF BOARD: Claimant, a protected employe, was "bumped" from his Signal Maintainer's position at Mojave, California and elected to displace a signal maintainer at Tulare, California, a point approximately 130 miles from Mojave.

In denying the claim, Carrier contended that Claimant could have displaced on a position with the Megger gang whose headquarters were located at Lancaster -- less than 30 miles away.

The November 24 Interpretations of Section 2 of Article III of the February 7 Agreement provide for certain benefits enumerated in the Washington Agreement when an employe is required to change his place of residence in order to retain his protected status. The Interpretations go on to provide that:

> "3. When changes are made under Items 1 or 2 above which do not result in an employe being required to work in excess of 30 normal travel route miles from the residence he occupies on the effective date of the change, such employe will not be considered as being required to change his place of residence unless otherwise agreed." (Underscoring added.)

Carrier takes the position that "work" and "headquarters" are synonymous. The Board does not agree. If the parties had intended the distance between residence and headquarters to be not in excess of 30 miles, it would have been a simple matter to say so.

AWARD

The Claim is sustained.

Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
June 24, 1969