

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) (Former) Pennsylvania Railroad Company

QUESTION
AT ISSUE:

Claim that Mr. A. L. Appleby, Maintainer C. & S., C. & S. Seniority District No. 16, who was adversely affected March 20, 1963 as a result of the abandonment of the Rochester Branch between Hinsdale and Wadsworth Junction effective February 26, 1963, be reimbursed for all expenses incurred as provided in the New Orleans Conditions. Especially, Sections 4, 7, and 9 of the New Orleans Conditions, for displacement, loss of wages, travel expenses, meals and lodging, moving expenses account of change of residence and any expenses or loss in sale of home, etc., due to abandonment referred to above.

OPINION
OF BOARD:

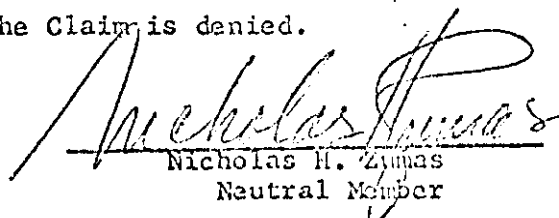
Certain portions of trackage, known as the Rochester Branch, were abandoned in February, 1963. At the time Claimant was the C & S Maintainer at Mt. Morris, N. Y. and resided at Leicester, N. Y. about 4 miles away. In March, 1963, Claimant elected to displace a junior signalman in the Camp Car Train at Olean, N. Y. and continued to maintain his residence at Leicester. In June, 1964, Claimant was awarded the C & S Maintainer position at East Aurora, N. Y., approximately 43 miles from Leicester. He then sold his home in Leicester and moved his residence to Holland, N. Y. This claim is for the loss incurred in the sale of the house; travel, moving and other expenses related to the move. The basis for the claim is that Claimant was adversely affected as a direct result of the Rochester Branch abandonment, and was entitled to such compensation under the terms of the New Orleans Conditions, particularly Section 4, 7, and 9.

The question here is whether, under the circumstances, Claimant's change of residence was required as a direct result of the Rochester Branch abandonment. Remuneration under the New Orleans Agreement is premised on a "required" change as a result of the abandonment.

The Board finds that where, as here, an employe continues in employment after an abandonment and later voluntarily bids on another position necessitating a change of residence, it is not a change required as a direct result of the abandonment.

AWARD

The Claim is denied.


Nicholas H. Zymas
Neutral Member

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