

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Chicago, Rock Island and Pacific Railroad Company  
TO THE ) and  
DISPUTE ) Brotherhood of Maintenance of Way Employees

QUESTION Is the guaranteed compensation of Mr.  
AT ISSUE: A. R. Defoor the rate of an assistant  
foreman?

OPINION The record is not clear. Claimant, a protected  
OF BOARD: employee, apparently held a foreman's position  
until May, 1967, then an assistant foreman's posi-  
tion and, due to the abolishment of sections, was subsequently  
required to exercise his seniority rights to obtain a laborer's  
position in September.

If, as the Employees assert, Claimant voluntarily  
exercised seniority to obtain the position of assistant foreman  
in May, his compensation as assistant foreman is guaranteed.  
(Interpretations, Question No. 1, page 14.) However, Carrier  
contends that in May Claimant was displaced as foreman by an  
employee senior to him. A foreman's position was allegedly  
available to him in accordance with his seniority at Bridge-  
port, Texas, some 70 miles from his residence near Dallas which,  
Carrier asserts, he should have taken.

Article IV, Section 4, of the February 7 Agree-  
ment indicates that an employee will "be treated for the purpose  
of this Article as occupying the position which he elects to  
decline" if he fails to exercise seniority rights to obtain an  
available position "which does not require a change in residence."  
Since Bridgeport is far more than 30 miles distant from Claim-  
ant's residence, the contention that a change of residence  
would have been required, pursuant to Item 3 on page 11 of  
the Interpretations, cannot be rejected.

A W A R D

The answer to the Question is "Yes."

  
Milton Friedman, Neutral Member

Dated: Washington, D. C.  
September 10, 1969