

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express & Station Employees
DISPUTE) and
Illinois Central Railroad Company

QUESTIONS
AT ISSUE:

- (1) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Article 1, Section 1 thereof, Article VIII and the November 24, 1965 Interpretation of the February 7, 1965 Agreement when, on January 27, 1966, it refused to accord to Clerk D. W. Forbes moving expense benefits provided therein?
- (2) Shall the Carrier be required to compensate D. W. Forbes for expense of moving his household effects, traveling and living expenses for his family and pay for time off not to exceed five days involved in moving his place of residence from LaSalle, Illinois to Downs, Illinois, as provided in the February 7, 1965 Agreement as interpreted November 24, 1965?

OPINION
OF BOARD:


The facts indicate that on August 13, 1965, the Carrier abolished a position at La Salle, held by Clerk Egan. The latter displaced Clerk Prazen, who immediately displaced the Claimant. Thereafter, the Claimant displaced on a regular position at Bloomington, within the same seniority district, but approximately sixty miles distant.

The question posed is whether the Claimant is entitled to moving expenses. In certain instances, Article III provides for an implementing agreement and Article V of the February 7, 1965 National Agreement, depicts the conditions under which moving expenses and separation allowances are required.

Under the facts presented herein, we do not consider the job abolishment at La Salle a technological, operational or organizational change. See Award No. 7.

AWARD

The answer to questions (1) and (2) is in the negative.


Murray M. Rohman
Neutral Member

DATED: Washington, D. C.
November 17, 1969