

AWARD NO. 167  
Case No. SG-27-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) The Atchison, Topeka and Santa Fe Railway Company  
TO THE ) and  
DISPUTE ) Brotherhood of Railroad Signalmen

ISSUE: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Atchison, Topeka and Santa Fe Railway Company on behalf of R. E. Swecker for payment of reimbursement of moving expenses amounting to \$48.05, which was the cost of gasoline used in pick-up truck and automobile in moving from San Bernardino, California, to Winslow, Arizona.

OPINION OF BOARD: The basic question is whether a force reduction is a technological, operational or organizational change entitling an employee, whose position is consequently abolished, to moving expenses when he displaces a junior employee at a distant location.

The import of the Employees' argument is that whenever there is any force reduction the organizational structure has changed and, under Item 2 on page 11 of the Interpretations of November 24, 1965, moving expenses are payable. Carrier contends that "bona fide labor cutbacks necessitated by immediate or anticipated decreased work loads" do not come within the definition of operational, organizational and technological changes.

If "operational" or "organizational" changes were intended to cover something as frequent and ordinary as a reduction in force, there are few changes to which such an expansive definition would not apply. Virtually every action initiated by Carrier affecting personnel could then be so described. In fact, instead of using such general terms as "operational" and "organizational," the February 7 Agreement and the Interpretations would

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have done better to list the rare exceptions.

Without attempting to specify limits within which changes can be construed as "operational" or "organizational," it is apparent that an ordinary reduction of forces due to a fluctuation in business does not fit the definition. What occurred in this case did change the number of employees in San Bernardino and did cause a shift when Claimant displaced another employee at Winslow, but this cannot be described as effecting any substantial alteration in Carrier's operational or organizational structure.

Award No. 7 dealt with similar circumstances and held that what occurred was "neither a technological, organizational nor operational change within the meaning and intent of Section 1 of Article III of the February 7, 1965 Mediation Agreement." The Employees have taken strong exception to this and to Awards based upon it, but there is no reason to hold that Award No. 7 failed to apply the Agreement and Interpretations accurately.

A W A R D

Claim denied.

  
Milton Friedman  
Neutral Member

Washington, D. C.  
December 8, 1969