

Award No. 223
Case No. TCU-74-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Missouri-Kansas-Texas Railroad Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION

AT ISSUE: Are employees who were displaced by the terms of an Implementing Agreement under the Washington Agreement entitled to the \$400.00 transfer allowance provided in Article V and other protected benefits provided in the Agreement dated February 7, 1965?

OPINION

OF. BOARD: This is a companion case to Award Nos. 221 and 222 (Case Nos. TCU-40-W and TCU-62-W).

However, Carrier also contends that the move made by one Claimant, E. D. May, was due to voluntary action. He could have exercised his seniority to bid a position at Waxahachie, Texas, where he had been employed prior to the coordination, rather than displace at Lancaster. Since he was not required to move as a result of the coordination, Carrier contends, benefits in any case would be due neither him nor the employees subsequently displaced as the result of his voluntary exercise of seniority.

The Organization notes that Claimant May's position was abolished and he consequently was not limited in his right to displace anywhere in the exercise of his seniority. Although he chose Lancaster, the Union argues, the move was not voluntary in its origins, having been initiated by Carrier's abolition of his position.

Once Claimant's position was abolished, nothing in any of the agreements between the parties dictated where he could then exercise seniority to displace. Since he had this right, whatever contractual benefits flow to an employee making

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such a move are due him and those subsequently displaced. Award No. 208 is in point.

A W A R D

The answer to the Question is Yes.


Milton Friedman
Neutral Member

Washington, D. C.
November 16, 1970