

AWARD NO. 238
Case No. TCU-85-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Milwaukee, St. Paul & Pacific Railroad Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION
AT ISSUE:

Is D. L. Rouse entitled to all the benefits provided in Article V in changing residence from Iron River, Michigan to Channing, Michigan as a result of being displaced on his position at Iron River after which he twice exercised his seniority in accordance with the terms of the Working Agreement?

OPINION

OF BOARD: At the time that discussions concluded on the property, Claimant had not yet moved his residence. Nevertheless, both parties agreed to submit the issue as it was stated to the Committee. Consequently, if benefits are held to be due Claimant, they can be effectuated only in the event that a move, in fact, has taken place within the period allowed by the Washington Agreement.

Pursuant to an implementing agreement, Claimant, who has been employed at Iron River, Michigan, was obliged to exercise his seniority in order to retain his protected status following a consolidation. He displaced an Agent at Forest Junction, Wisconsin, 175 miles away, on October 3, 1966. Claimant was therefore entitled to the moving expenses pursuant to the implementing agreement, if he moved.

However, Claimant did not then move. After one day in Forest Junction, he was used as vacation relief and to fill a vacancy elsewhere. Early in November he bid on a position in Channing, Michigan, 32 highway miles from Iron River, and was assigned to it on November 16, 1966. The issue thus is whether an employee, who is displaced and would be entitled to moving expenses as a result of the location of the position which he

must take, remains entitled to these expenses even though they are not incurred until he shortly thereafter makes a voluntary move elsewhere.

According to the Organization, the employee's entitlement is not extinguished, since he may move wherever he wishes and the right to moving expenses is unaffected by subsequent occurrences. In this case, it was noted, the cost of the move is less because he took a position at Channing than if he had actually moved to Forest Junction. All he seeks is the one move to which he was entitled due to Carrier's initial action in displacing him, according to the Organization.

Carrier contends that Claimant is entitled to moving expenses only if he was "required" to move to a new point of employment, and not if he subsequently transferred voluntarily to some other place. Neither the implementing agreement nor the February 7, Agreement provides for moving expenses to a point of employment which results from an employee's voluntary exercise of seniority, it was said.

The consolidation was the direct and proximate cause of Claimant's change in residence, in terms not only of the underlying reason but, more significantly, of its immediacy. Only six weeks intervened between his displacement and the assignment to Channing, which is closer to Iron River. He arrived there as an alternative to Forest Junction, with little lapse of time.

Under the circumstances of this case, and without reference to the various general arguments made by the Organization, it is therefore held that moving expenses are payable if incurred within the time provided by the Washington Agreement.

A W A R D

The answer to the Question is Yes, provided Claimant moved his residence and incurred moving expenses within three years from the date of the consolidation and provided further

AWARD NO. **238**
Case No. TCU-85-W

that the claim was submitted within 90 days after the expenses were incurred, in accordance with Section 10 of the Washington Job Protection Agreement.


Milton Friedman
Neutral Member

Dated: January 19, 1971
New York, New York