

AWARD NO. 301  
Case No. TC-BRAC-107-W

*JS*  
PARTIES ) Burlington Northern Inc. (Formerly Chicago, Burlington  
TO THE ) & Quincy Railroad Company)  
DISPUTE ) and  
Transportation-Communication Division, BRAC

QUESTION

- AT ISSUE:
1. Did Carrier violate Article III of the February 7, 1965 Agreement when it refused to allow moving expenses of \$200.75 to C. R. Kruse?
  2. If the answer to Part (1) is in the affirmative, Carrier shall be required to pay Claimant Kruse \$200.75 moving expense.

OPINION

OF BOARD: Resolution of the issue in this case hinges upon whether, as in Award No. 220, a position was abolished due to an operational or organizational change, or, as in Award Nos. 7 and 167, for example, the abolishment did not involve such a change.

As in Award No. 220, the closing of a station with the consent of a State Commission and the transfer of the work to another station, is properly describable as an operational and organizational change. Another organizational entity is now being used to perform the work formerly performed at Parkville.

AWARD

The Answer to the Question is Yes.

*Milton Friedman*  
Milton Friedman  
Neutral Member

Dated: May 19, 1972  
Washington, D. C.