

AWARD NO. 132
Case No. MW-37-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Illinois Central Railroad Company
TO THE) and
DISPUTE) Brotherhood of Maintenance of Way Employees

QUESTION AT ISSUE: Is Welder B. K. Golden entitled to "the benefits contained in Section 10 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and shall have five working days instead of the 'two working days' provided by Section 10 (a) of said Agreement" (Item 2 of agreed-to interpretation of Article III of the February 7, 1965 Agreement) because of his change of residence on November 2, 1967 made necessary when the Carrier effected an organizational change effective June 2, 1967 which was described by Division Engineer H. D. LeRoy as follows:

"The welding position at Dyersburg, Tennessee was abolished and rebulletined at Covington, Tennessee which in effect only changed your headquarters from Dyersburg to Covington, a distance of approximately 38 miles, both of which are located on the Fulton District, Tennessee Division."

OPINION OF BOARD: The welder's position in Gang No. 323, occupied by Claimant, had been headquartered at Dyersburg, Tennessee. On June 2, 1967, it was abolished and rebulletined on June 5 at Covington, some 38 miles away. The position remained in the same seniority district.

Claimant bid the bulletined position and went to Covington. He then claimed the benefits of Section 10 of the Washington Agreement, pursuant to Section 2, page 11, of the November 24, 1965, Interpretations. According to the Employees, Carrier had made an organizational change, not requiring an implementing agreement, and Claimant was obliged to change his residence to retain protected status.

Carrier contends that abolishment of a position is not an organizational change, citing Award No. 7 of this Committee. Further, it was said, Claimant could have displaced a welder's helper in Dyersburg and therefore was not required to move. Carrier also argued that no move was required, since the seniority territory on which Claimant worked was unchanged, and it was only the location of the headquarters which had been shifted.

Award No. 7 is distinguishable. That dealt merely with outright abolishment of a position. In this case, the re-establishment of the same position in a different location does represent an organizational change by Carrier; the abolishment was merely the technical procedure for changing the format of the organization. Organizational changes can occur within a seniority district as well as among different districts.

That the same 71 miles of track continue to constitute the district does not affect the question of a change in residence. The location of Claimant's headquarters, to which he regularly reports, is the relevant consideration. Since Section 3 on page 11 of the Interpretations does not prohibit the benefits of Section 10 of the Washington Agreement when the location of the work exceeds 30 miles, those benefits are deemed to be appropriate.

With respect to Carrier's contention that Claimant could have displaced a welder's helper in Dyersburg, Claimant would thereby have lost his guaranteed compensation as a welder. The Agreement does not require him to make such a choice, for it protects his October 1, 1964, rate, unless he voluntarily exercises his seniority to obtain a lower position. Claimant chose to exercise his seniority to obtain a welder's position, although at a more distant location in order to protect his compensation, and became entitled to the benefits sought.

A W A R D

The answer to the Question is "Yes."


Milton Friedman, Neutral Member

Dated: Washington, D. C.
September 10, 1969