

AWARD NO. 133  
Case No. MW-38-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Spokane, Portland and Seattle Railway Company  
TO THE ) and  
DISPUTE ) Brotherhood of Maintenance of Way Employees

QUESTION Are Section Foremen B. Devora and P. Connors  
AT ISSUE: 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 they were required to change their respective points of residence as a result of an organizational and operational change resulting from the abandonment of 85.9 miles of track between Wishram and Plymouth and its relocation elsewhere for the convenience and at the cost and expense of the U. S. Government.

OPINION Although Carrier contended that the claims are  
OF BOARD: barred pursuant to the time limits, they were filed within nine months of the final answer by Carrier's highest officer, on December 6, 1967.

Claimant Devora, on the evidence, did not move his residence and therefore had no basis for the expenses sought at the time the claim was filed.

In March, 1967, sections were consolidated and Claimant Connors consequently was required to move from Albany, Oregon, to Kahlotus, Washington. The Employees asserted that the benefits of the Washington Agreement were due him. On March 10, the General Roadmaster denied the claim. It was not progressed further, and apparently was abandoned.

In May, 1967, Mr. Connors was the successful bidder to fill a vacancy which had meanwhile occurred in

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Albany. The record indicates that Mr. Connors acted voluntarily in order to return to Albany. It was not that an organizational change obliged him to leave Kahlotus. He returned to Albany on June 5.

There was a surprising coincidence in the sequence of events, since Mr. Devora took the Kahlotus position on June 5 after he had been displaced due to a consolidation. According to Carrier, he selected Kahlotus when he learned that Mr. Connors was leaving there. Thus Mr. Devora, who was on vacation when Mr. Connors bid the Albany position, did not displace Mr. Connors; he replaced him.

Nevertheless, in June a claim was initiated seeking expenses and time off for Mr. Connors' move back to Albany. This new claim has no merit, since the move was not required by an operational or organizational change, but was a voluntary action by Mr. Connors to fill a vacant position.

A W A R D

The answer to the Question is "No."

  
Milton Friedman, Neutral Member

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