

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Rock Island and Pacific Railroad Company
TO THE) and
DISPUTE) Brotherhood of Maintenance of Way Employees

QUESTION Is the guaranteed compensation of Mr.
AT ISSUE: A. R. Defoor the rate of an assistant
foreman?


OPINION The record is not clear. Claimant, a protected
OF BOARD: employee, apparently held a foreman's position
until May, 1967, then an assistant foreman's position and, due to the abolishment of sections, was subsequently required to exercise his seniority rights to obtain a laborer's position in September.

If, as the Employees assert, Claimant voluntarily exercised seniority to obtain the position of assistant foreman in May, his compensation as assistant foreman is guaranteed. (Interpretations, Question No. 1, page 14.) However, Carrier contends that in May Claimant was displaced as foreman by an employee senior to him. A foreman's position was allegedly available to him in accordance with his seniority at Bridgeport, Texas, some 70 miles from his residence near Dallas which, Carrier asserts, he should have taken.

Article IV, Section 4, of the February 7 Agreement indicates that an employee will "be treated for the purpose of this Article as occupying the position which he elects to decline" if he fails to exercise seniority rights to obtain an available position "which does not require a change in residence." Since Bridgeport is far more than 30 miles distant from Claimant's residence, the contention that a change of residence would have been required, pursuant to Item 3 on page 11 of the Interpretations, cannot be rejected.

A W A R D

The answer to the Question is "Yes."


Milton Friedman, Neutral Member

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