

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railroad Signalmen
TO) and
DISPUTE) Chicago, Rock Island and Pacific Railroad Company

QUESTION
AT ISSUE: To what compensation and expenses is Signal Maintainer T. A. Johnson entitled because he was displaced on or about April 5, 1965, by a former Carrier official returning to a position classified in and covered by the Signalmen's Agreement?

OPINION
OF BOARD: Through a series of other displacements precipitated by the return of a former Carrier official to a position covered by the Signalmen's Agreement, Claimant displaced the incumbent of the temporary Signal Maintainer position at Geneseo, Illinois on April 4, 1965. Claimant did not move his family to Geneseo; instead he rented a sleeping room at Geneseo and commuted on weekends to his residence at Cedar Rapids, a distance of some 120 miles. Claimant returned to his former position at Cedar Rapids on June 5, 1965.

Claim was filed on behalf of Claimant for \$400 and 5 days pay as provided in Article V of the February 7 Agreement. The pertinent portion of Article V stated:

"If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and five working days instead of "two working days" provided by Section 10 (a) of said Agreement."

In further support of the claim, the Organization refers to a Letter of Understanding dated February 7, 1965 which reads:

"The following will confirm the understanding we had in connection with the agreement signed today.

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If, subsequent to the effective date of the Protective Agreement, i.e. October 1, 1964, officials, supervisory or fully excepted personnel exercise seniority rights in a craft or class of employees protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel shall be entitled to the same protection afforded by the said Agreement to employees in the craft or class in which such seniority is exercised, and no employee subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory, or fully excepted employee to work under the schedule agreement." (Underscoring added.)

It is agreed by the parties that there was no change of residence from Cedar Rapids to Geneseo during the period involved.

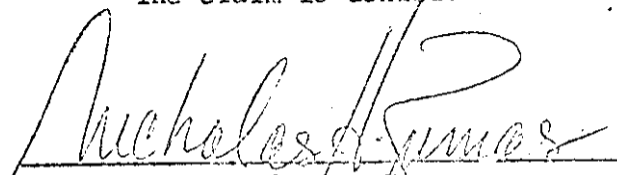
Unless, therefore, the Letter of Understanding of February 7, 1965 enlarges, modified, or changes Article V of the February 7 Agreement, reimbursement for travel and living expenses is not allowed. Awards No. 54 and 143.

It is clear that the Letter of Understanding was not intended to and did not, in fact, derogate any rights under the schedule agreement; its effect is limited, and relates only to the February 7 Agreement. What was granted by the February 7 Agreement was not expanded by the Letter of Understanding. The Letter of Understanding merely reiterated the rights of protected employees in a situation involving the return to the ranks of Carrier officials and supervisory or excepted personnel. The Letter of Understanding provides that "no employee subject to said Agreement * * * shall be adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, * * *." (Underscoring added.)

Thus, what is not available under the February 7 Agreement (namely a transfer allowance where there was no change of residence) is not available by the Letter of Understanding.

AWARD

The claim is denied.


Nicholas H. Thomas
Neutral Member

Dated: Washington, D.C.
November 12, 1969