

Award No. 220
Case No. TCU-39-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) St. Louis Southwestern Railway Lines
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTIONS
AT ISSUE:

Due to the abolishment of a position, N. F. Leach and J. D. Bradshaw, in order to retain protected employee status, were forced to displace on positions requiring change of residence. Did Carrier violate Article III, Section 1 when it refused to allow these employees moving expenses, traveling expenses of themselves and families, living expenses of themselves and families, and five working days' pay in making transfer to their positions? Also, is Carrier in violation of Article IV, Section 1 in refusing to allow these employees the preservation of compensation provided therein?

OPINION

OF BOARD: There was an undisputed decline in business and a deficit at the agency at Kingsland, Arkansas. Consequently the agency was closed on August 1, 1965, by authorization of the Arkansas Commerce Commission and the work was shifted to another station. The position of Claimant Leach, Agent-Telegrapher at Kingsland, was abolished. In order to retain his protected status he displaced Claimant Bradshaw at Stuttgart, Arkansas, who in turn displaced another man in order to retain his protected status. Since both were required to change their residences, they seek the benefits specified in the Interpretations under Article III.

With respect to the second issue, it is acknowledged that these employees are entitled to preservation of compensation.

The issue remaining to be determined is whether the closing of an agency station and the abolishment of the position there, with the work transferred to another agency, constituted a technological, organizational or operational change. The Interpretations provide on Page 11 that when Carrier "makes a change such as described in Article III, Section 1," and an employee consequently is required to move his place of residence in order to retain his protected status, he receives the kinds of benefits sought by Claimants.

Earlier Awards of this Committee, beginning with No. 7, have held that abolition of a position per se, as for economic reasons, is not a technological, operational or organizational change. The Organization distinguishes the facts in this case on the ground that not only was a position abolished, but also an agency was closed with the resulting transfer of one agency's work to another agency.

Thus the question is a factual one. Was there an operational or organizational change requiring Claimant Leach to move in order to retain his protected status? While there plainly were cogent economic reasons for closing the Kingsland agency and shifting its work, this did constitute an operational and organizational change. The work was now done by a different organizational entity. In connection with the change the employee's position was abolished. It could not have been abolished but for the operational and organizational change made in the way that the work was thereafter performed. Consequently the specified benefits are due both Claimants who were required to move to retain protected status.

Although in its submission Carrier contests some of the moneys claimed, the record does not disclose that the matter was discussed on the property. No grounds exist for challenge now, except that, in accordance with the specific terms of the Interpretations, five working days is the limit of actual wage loss to which either Claimant is entitled.

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A W A R D

The answer to the Questions is Yes.
However, with respect to actual wage
loss, payment shall not exceed five
days.


Milton Friedman
Neutral Member

Washington, D. C.
November 16, 1970