

AWARD NO. *235*
Case No. SG-34-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Illinois Central Railroad Company
TO THE) and
DISPUTE) Brotherhood of Railroad Signalmen

QUESTION
AT ISSUE:

Claim in behalf of Signal Maintainer
B. E. Spalding for moving expenses
and five days' pay in *lieu* of five
days off, as provided in Article V
of the February 7, 1965 Agreement.

OPINION

OF BOARD: In the series of cases, of which Award No. 7 is
the grandfather of many others, the issue which must
always be resolved is not whether a position was
abolished but whether an operational or organizational change
occurred.

Obviously, the abolition of a single position may
be the result of an operational or organizational change, while
the abolition of a dozen positions may not be. In Award No. 7
it was held that the mere abolition of a position was not an
organizational and operational change and therefore moving
expenses were not allowable. But it did not suggest that all
abolition of positions should be so treated. Such a decision
would fly in the face of Article III of the February 7 Agree-
ment and of the Interpretations of that Article.

In this case three Signal Maintainers divided some
80 miles of track, with each responsible for his section.
Carrier abolished Claimant's position and divided the work
between the other two whose territories were rearranged to
absorb Claimant's. Both changes were made effective July 11,
1969, Carrier advising the two remaining men on July 3 that
"effective at close of work day on July 11, 1969, your ter-
ritories will be re-arranged as follows..."

In rejecting the claim at one stage, in its letter of November 26, 1969, Carrier wrote to the General Chairman that "all that was involved was a consolidation of signal maintainer's territories on the Birmingham District and the abolishment of the signal maintainer's position held by Mr. Spalding at Haleyville, Alabama."

Thus the issue is whether the change leading to the abolition was an operational or organizational one. If it was, then the abolition of a position requires application of Page 11 of the Interpretations, which holds that when an employee is consequently required to change his residence in order to retain his protected status, he receives the benefits set forth.

Carrier contends that abolishing a Signal Maintainer's position and rearranging territories, so two others will absorb his territory, is akin to reshuffling the papers assigned to a clerk whose position is abolished. That is not so. Abolishing a clerk's position in an office may very well not be an operational or organizational change, just as reducing forces in a signal gang has been held in other cases not to be such a change. But combining the territories of three Signal Maintainers into two is a change in the organizational structure, with two men's territory now extended into that formerly covered by a third. It may not be a weighty change, but it is an organizational change when three geographical units become two, and it alters the Company's method of operations over 80 miles of track.

Carrier asserts that "the position was not abolished because the railroad wanted to rearrange territories, the territories were rearranged because the railroad abolished a surplus position and needed someone to handle the work that remained on the abolished position." The motive for a change is not a factor in assessing its nature. Rearrangement of territories for whatever reason is an organizational change, if that term was designed by the parties to have any meaning at all.

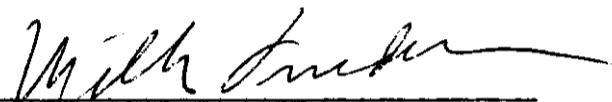
Where organizational and operational changes are not involved in the abolishment of the position, it is immaterial what the reason for the abolishment is. Conversely, if such a

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change is involved, it does not matter whether the underlying reason is slack business, the desire for efficiency, improvement in managerial controls, or anything else. The presence of an organizational change requires Carrier to meet its obligation under the Agreement.

A W A R D

Claim sustained.



Milton Friedman
Neutral Member

Dated: January 19, 1971
New York, New York