

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(Chicago, Missouri and Western Railway

STATEMENT OF CLAIM:

1. That the Chicago, Missouri & Western Railway violated the terms of our Agreement, particularly Rule 8, when they changed the headquarters point of Carmen S. E. Loyd and failed to rebulletin his position, and Rule 23 when they failed to pay him for using his personal vehicle when reporting to the new location.

2. That, accordingly, the Chicago, Missouri & Western Railway be ordered to compensate Carman S. E. Loyd four (4) hours per day at the overtime rate for February 15, 16 and 17, 1989.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

A claim was filed by the Local Chairman of the Organization on February 27, 1989, on grounds that the Carrier had violated Rules 8 and 23 of the operant Agreement when it required the Claimant to change his headquarters point on February 15-17, 1989, without proper bulletin.

The Rules at bar state, in pertinent part, the following:

"Rule 8(b)

When the established starting time of any regular assignment is changed two (2) hours or more, or one or both assigned rest days are changed, or the headquarters point is changed, the Carrier shall rebulletin the position."

"Rule 23(b)

An employee willing and authorized by management to use his automobile on Carrier business shall be paid 22 cents per mile."

The Carrier commenced operations in early 1987 as a regional railroad and in February of that year signed an Agreement with the Organization. Shortly prior to starting operations, the Carrier issued Bulletin Number One which listed headquarters points at East St. Louis, Illinois, and at four other locations. The latter included Kansas City, Missouri; Venice and Bloomington, Illinois; and Mexico, Missouri. In February 1988, the Claimant was temporarily assigned to work the Repair Track at East St. Louis instead of working the A Track where he had been working.

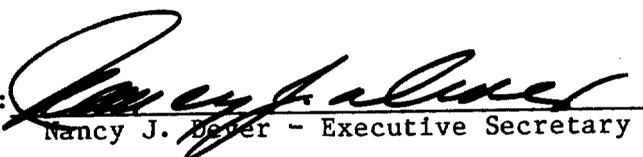
A review of the record shows that the Organization failed, as moving party to this claim, to bear its burden of proof that the Claimant's headquarters point was changed on February 15-17, 1989. Such proof must be supported by substantial evidence which has been defined, for arbitral purposes in this industry, as "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion" (Consol. Ed. Co. vs Labor Board 305 U.S. 197, 229). The record before the Board shows that the Claimant had simply been given different work assignments at the same headquarters point. Therefore, Rule 8(b) was not violated, and Rule 23(b), a fortiori, is not applicable. On basis of the record as a whole the claim cannot be sustained.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Decker - Executive Secretary

Dated at Chicago, Illinois, this 2nd day of September 1992.