

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Sheet Metal Workers' International Association
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM:

1. That the Atchison, Topeka and Santa Fe Railway Company violated the controlling agreement, particularly Rule 14(d) and (e), when they denied compensation to Grand Division Sheet Metal Worker R. F. McIntyre on July 5, 6, 7, 1985 when he was forced to displace on a job headquartered in Argentine, Kansas.

2. That accordingly, the Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Mr. McIntyre for expenses incurred July 5, 6, 7, 1985, account being forced to move from Pueblo, Colorado to Argentine, Kansas. Total amount claimed \$176.17.

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.

Claimant's position at Pueblo, Colorado had been abolished and he displaced to another position headquartered at Argentine, Kansas. Claimant filed for reimbursement of meals and transportation for the move. The Organization asserts that Carrier violated Rule 14 (d) and (e) of the Agreement when they denied mileage and meal expense reimbursement to Claimant. The Organization charges that the violation of the Agreement is clear and furthermore that there is past practice on the property in support of said payment.

The Carrier disputes the Organization's Claim that it has violated the Agreement, pointing to Rule 14 as one providing such expenses when an employee is required to work away from his headquarters point. It contends that Claimant was not working away from his headquarters point, but had exercised seniority after a job abolishment. As such, it argues that since the move was associated with travel for the purpose of getting to his new headquarters point, the Rule does not entitle Claimant to reimbursement. Moreover, it denies any past practice of reimbursement under the conditions of the instant claim.

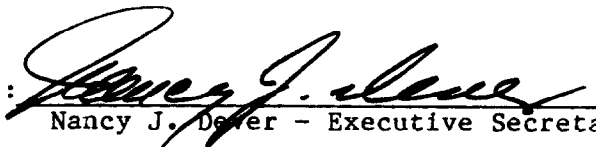
In our review of this case, we concur with the Carrier's position. There is no language in the Agreement that explicitly states what the Organization requests in reimbursement for travel associated with the exercise of seniority to displace at a new headquarters point. Rule 14 does not so state. Further, we have studied the Awards cited by the Organization and find that they are not on point with these circumstances. Lastly, the Organization has not provided sufficient probative evidence to confirm its argument of past practice. The two supportive statements were clearly refuted by Carrier. The Carrier noted that one payment was inadvertent and the other it clearly denied. The Carrier further noted that in fifty two other relocations, expenses such as claimed herein were not paid. In the absence of such clear proof and Rule language, a violation of the Agreement was not demonstrated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deaver - Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1988.