

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26457
Docket Number X-26091

George S. Roukis, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood
of Railroad Signalmen on Conrail:

CASE 1

(a) Carrier violated the current Signalmen's Agreement, particularly Appendix M, when they refused to compensate Signal Foreman R. E. **Wesney**, Signalman T. A. Perry, Assistant Signalman J. T. Hale and Assistant Signalman V. E. Krassow for time spent traveling from their permanent headquarters in **Galion**, Ohio, to work in the New London, Ohio, area and return to their permanent headquarters for each work day beginning April 4, 1983. Further, Carrier violated the current Agreement, particularly Appendix M, when they refused to reimburse claimants for necessary expenses for meals and mileage while working away from their permanent headquarters.

(b) Carrier should now be required to compensate Claimants at their respective rates of pay for time spent traveling from their permanent headquarters to the work area and back to the permanent headquarters for each work day beginning April 4, 1983. In addition, Carrier should now be required to reimburse Claimants for necessary expenses while working away from their permanent headquarters. (Carrier file: SD-20811

CASE 2

(a) Carrier violated the current Signalmen's Agreement, particularly Appendix M, when they issued Consolidated Rail Corporation Southern Region - Columbus Division Seniority District No. 19 Bulletin No. 10 advertising Assistant Signalman position on Gang **CA-A7** with headquarters at New London, Ohio, instead of headquarters **Galion**, Ohio.

(b) Carrier should now be required to reissue bulletin changing the headquarters location from New London, Ohio to **Galion**, Ohio on Bulletin No. 10." (Carrier file SD-2082)

OPINION OF BOARD: In this dispute, the Organization has raised both procedural and substantive Issues. Procedurally, it contends that the Claim should be sustained as presented, since Carrier failed to comply with the requirements of Agreement Rule 4-K-1(a). Specifically, it asserts that Carrier violated Rule **4-K-1(a)** when the Division Engineer rather than the Supervisor - CLS (or other designated supervisor) denied the Claim

and this decisional action contravened the rule's procedural requirements. It cited several Third Division Awards to support its position (see Third Division Award Nos. 16508, 17696, 18002, 5464, 15467, et al.) It also **contends**, on substantive ground, that Carrier violated Sections 1, 2, 4, 5 and 9 of Appendix M, when Claimants who were assigned to **Galion**, Ohio, were transferred to New London, Ohio, a distance in excess of fifty (50) miles. It requests compensatory reimbursement for the time spent **travelling** from their asserted permanent headquarters to New London, Ohio and return.

Carrier argues that the Claim is procedurally valid, since the **Organization** at no step during the formal written appeals process contended that Rule 4-K-1(a) was violated. It did acknowledge in its rebuttal brief, however, that the General Chairman did take this view point at the conference with the Senior Director - Labor Relations.

As to the substantive merits of this dispute, Carrier asserts that it was not precluded by Appendix M from changing an employee's headquarters and accordingly, consistent with the implicit meaning of Agreement Rule 2-A-4, it had unrestricted authority to effectuate changes in headquarter's location. It observes that Rule 2-A-4 provides an affected employer with job protection **options**, if changes **occur** in his position. It noted these changes were explicitly identified in Rule 2-A-4.

"This include:

- (a) Assigned rest days or days
- (b) Headquarters
- (c) Territorial limits
- (d) Assigned tour of duty, except due to
Daylight Saving Time
- (e) Change in technology in a plant or
section"

Since it was not estopped by Appendix M or the Controlling Agreement from changing the headquarters location of any position, it argues that instant Claims are without standing. On this point, it avers that Claimants had the option of retaining their positions or exercising displacement rights within ten (10) calendar days of the location change.

In considering this case, we concur with Carrier's position. While we share with the Organization its concern that the Division Engineer was **not** the Supervisor - CLS, we cannot disregard the Organization's failure to contest this point in its appeal letters. From the record, and on balance, we find that Carrier complied with Rule 4-K-1(a). We do advise that the parties meet and clarify **more** pointedly this aspect of the grievance appeals process.

Similarly, as to the **merits** of the Claim, we find that neither Appendix M nor the Agreement prevents Carrier from changing the headquarters location of employees. In the case herein, and pursuant to the obvious personnel implications of Rule 2-A-4, Carrier properly changed the Headquarters of Signal Gang **CA-A7** from **Galion**, Ohio, to New London, Ohio. We find no evidence that this action was violative of the Agreement or Appendix M. The affected employees could have exercised displacement rights if they didn't elect to retain their positions. Since **Galion**, Ohio was no longer Claimants' permanent Headquarters, they were not entitled to the reimbursement sought. As to Case 2, we find no Agreement support for the same reasons. The new permanent Headquarters point was now New London, Ohio.

FINDINGS: The Third Division of the Adjustment Board, upon **the** whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier **and** the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved **herein**; and

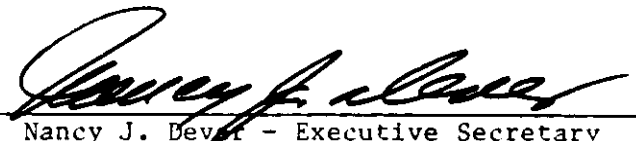
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 24th day of August 1987.