

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29926
Docket No. CL-30207
93-3-91-3-666

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union)
(The Atchison, Topeka and Santa Fe Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10638) that:

- (a) Carrier violated the current Clerks' Agreement at Dallas, Texas beginning on May 15, 1989, when it diverted Claimant(s) and their successors (listed in paragraph (b) below) from their regular assignments at bulletined location (headquarters point) at Dallas, Texas, to an assignment at Euless, Texas, another work location, to perform work and then failed and/or refused to properly compensate them, and
- (b) Claimant(s) and their successors as listed below shall now be compensated for eight (8) hours' pay at the pro rata rate of their regularly assigned positions at Dallas, Texas beginning on May 15, 1989, and continuing on each work day Claimant(s) and their successors are required to perform service away from their bulletined location (headquarters point) at Dallas, Texas, until violation is corrected, in addition to any other compensation Claimant(s) and their successors may have received during the time this violation exists. Claimants are:

<u>NAME</u>	<u>POS. NUMBER</u>	<u>RATE OF PAY</u>	<u>HOURS</u>	<u>RESTDAYS</u>
T. M. Forsyth	6101	\$106.45 per day	8a-5p	Sat-Sun
K. E. Bell	6037	106.42 per day	930a-630p	Sat-Sun
A. L. Teague	6116	106.42 per day	7a-4p	Sat-Sun
D. L. Kennedy	6089	110.38 per day	8a-5p	Sat-Sun
F. N. Kerley	6076	108.10 per day	9a-6p	Sat-Sun
H. W. Crawford	6035	106.42 per day	6a-2p	Sat-Sun
V. C. Calvery	6090	106.42 per day	8a-5p	Sat-Sun
B. P. Walls	6099	106.42 per day	8a-5p	Sat-Sun
W. E. Whitworth	6036	106.42 per day	8a-5p	Sat-Sun

M. L. Whitt	6110	105.26 per day	8a-5p	Sat-Sun
A. B. Row	6142	108.10 per day	7a-4p	Sat-Sun
J. H. Stevenson	6115	91.85 per day	730a-430p	Sat-Sun
C. S. Capps	6038	106.42 per day	2p-10p	Sat-Sun
E. J. Foster	6117	106.42 per day	8a-5p	Sat-Sun
B. C. Gilmore	6103	106.42 per day	11a-8p	Sat-Sun
H. D. Hanks	6501	102.42 per day	Various	Various
H. L. Carson	5000	118.33 per day	8a-5p	Sat-Sun
J. O. Vincent	6121	106.42 per day	7a-3p	Sat-Sun
R. D. Whitaker	6124	106.42 per day	11p-7a	Sat-Sun
T. R. Sander	6408	102.42 per day	Various	Various
J. W. Walker	9206	106.42 per day	Various	Thu-Fri
R. E. Lucas	6120	106.42 per day	7a-3p	Sat-Sun
T. L. Smith	6106	99.85 per day	9a-6p	Sat-Sun
E. H. Sutte	6122	106.42 per day	930a-630p	Sat-Sun
L. D. Helto	6123	106.42 per day	3p-11p	Sat-Sun
S. L. Madewll	6118	106.42 per day	3p-11p	Tue-Wed
B. L. Reeves	5001	118.33 per day	3p-11p	Sat-Sun
E. E. Bayer	3003	3012.24 per mo.	Various	Various
B. R. Roesler	6407	102.42 per day	Various	Various
B. L. Collins	6410	102.42 per day	Various	Various

- (c) Claimant(s) and their successors listed above shall also be paid in addition to compensation claimed in (b) above, interest on money claimed of twelve (12%) percent per annum until claim is paid.

CLAIM NO 2:

- (a) Carrier violated the provisions of the current Clerks' Agreement at Dallas, Texas beginning on May 15, 1989, when it failed and/or refused to properly compensate Claimant(s) and their successors (listed in (b) below) while traveling from their headquarters point at Dallas, Texas to Euless, Texas and return, on Carrier's instructions, beginning May 15, 1989, and
- (b) Claimant(s) and their successors as listed below shall now be compensated for actual and necessary expenses of 57 miles at the applicable rate of \$0.225 per mile each work day, one round trip per day, beginning May 15, 1989, account traveling from headquarters point at Dallas, Texas to Euless, Texas, and return, upon Carrier's instructions to Claimant(s), on a continuing basis until violation is corrected, in addition to any other compensation Claimant(s) may have received. Claimants are:

<u>NAME</u>	<u>POS. NUMBER</u>	<u>RATE OF PAY</u>	<u>HOURS</u>	<u>RESTDAYS</u>
T. M. Forsyth	6101	\$106.45 per day	8a-5p	Sat-Sun
K. E. Bell	6037	106.42 per day	930a-630p	Sat-Sun
A. L. Teague	6116	106.42 per day	7a-4p	Sat-Sun
D. L. Kennedy	6089	110.38 per day	8a-5p	Sat-Sun
F. N. Kerley	6076	108.10 per day	9a-6p	Sat-Sun
H. W. Crawford	6035	106.42 per day	6a-2p	Sat-Sun
V. C. Calvery	6090	106.42 per day	8a-5p	Sat-Sun
B. P. Walls	6099	106.42 per day	8a-5p	Sat-Sun
W. E. Whitworth	6036	106.42 per day	8a-5p	Sat-Sun
M. L. Whitt	6110	105.26 per day	8a-5p	Sat-Sun
A. B. Row	6142	108.10 per day	7a-4p	Sat-Sun
J. H. Stevenson	6115	91.85 per day	730a-430p	Sat-Sun
C. S. Capps	6038	106.42 per day	2p-10p	Sat-Sun
E. J. Foster	6117	106.42 per day	8a-5p	Sat-Sun
B. C. Gilmore	6103	106.42 per day	11a-8p	Sat-Sun
H. D. Hanks	6501	102.42 per day	Various	Various
H. L. Carson	5000	118.33 per day	8a-5p	Sat-Sun
J. O. Vincent	6121	106.42 per day	7a-3p	Sat-Sun
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E. H. Sutte	6122	106.42 per day	930a-630p	Sat-Sun
L. D. Helto	6123	106.42 per day	3p-11p	Sat-Sun
S. L. Madewll	6118	106.42 per day	3p-11p	Tue-Wed
B. L. Reeves	5001	118.33 per day	3p-11p	Sat-Sun
E. E. Bayer	3003	3012.24 per mo.	Various	Various
B. R. Roesler	6407	102.42 per day	Various	Various
B. L. Collins	6410	102.42 per day	Various	Various

(c) Claimant(s) and their successors listed above shall also be paid in addition to compensation claimed in (b) above, interest on money claimed of twelve (12%) percent per annum until claim is paid.

In accordance with Circular No. 1 of October 10, 1984, as amended, the claims presented have been combined into one submission. Claim No. 1 covers improper diversion of Claimants from their regular assignments with bulletined headquarters at Dallas, Texas to assignments located at Euless, Texas. Claim No. 2 covers Carrier's refusal to properly compensate the same Claimants involved in Claim No. 1 for mileage account required to travel from their bulletined work location at Dallas to Euless, Texas, and return."

FINDINGS:

The Third 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 employe 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.

Effective May 15, 1989, Carrier relocated its Texas Division Offices from one location to another within the Dallas-Fort Worth metropolitan area. Following the relocation, all of the Claimant's were working their same positions within the same seniority district, except that they were working at a different headquarters point. The Organization argues that the positions should have been rebulletined. It contends that a failure to rebulletin the jobs was in violation of Rule 11 as well as a departure from past practice. The Organization has not made a persuasive showing Rule 11 is applicable in this matter. Additionally, it has not demonstrated that an existing past practice is in place which would require the Carrier to rebulletin the positions of Claimants when the location of the jobs was moved from one headquarters point in the same metropolitan area to another. Moreover, it has not pointed to a Rule in the Agreement which prohibits Carrier from relocating positions within the metropolitan area of a single seniority district, the situation here.

The claim is without merit. It will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 2nd day of December 1993.