

PARTIES TO DISPUTE: Baltimore and Ohio Railroad Company
and
Brotherhood of Maintenance of Way Employees

STATEMENT OF CLAIM: 1. Carrier violated the effective Agreement by failing to allow travel time and car mileage to Class "A" Machine Operator J. E. Beadles during the period beginning August 21, 1974 and ending October 6, 1971, while he was required to report for work at Logootee, Indiana.
2. Operator J. E. Beadles be now compensated for a total of 42 hours at his straight time rate, plus a total of 1322 miles @ 10 cents per mile.

OPINION OF BOARD: Claimant worked his assignment from July 19, 1971, with headquarters at Vincennes, Ind., until he went on two weeks vacation beginning August 6, 1971. His surfacing unit was working on Sub-division 4. Prior to going on vacation Claimant was advised by his Supervisor that said surfacing unit was being moved to sub-division 3 and on July 29, 1971, bulletin No. 92 was issued advertising the position of Machine Operator (the position Claimant worked on sub-division 4) with headquarters at Logootee, Ind. No bids were received and the position was assigned to an Operator junior to Claimant. Upon return from vacation, Claimant exercises his seniority and displaced the junior operator, referred to above, and proceeded to work the assignment out of Logootee until the job was abolished on October 20, 1971.

The record shows that Claimant was personally notified by his supervisor that the work on sub-division 4 would be terminated and that the surfacing unit would be moved to sub-division 3. This move changed the character of the assignment in that the headquarters was changed from Vincennes to Logootee, Ind. and a new bulletin was issued advertising such change. The bulletin was issued several days prior to the date Claimant left for his vacation. It is a play on words to contend, under the circumstances herein involved, that Claimant was not aware of the change in headquarters or that the position of Electromatic Tamper Operator had not been re-bulletined.

Obviously, when Claimant chose to displace the junior operator he knew that the headquarters of the assignment was Logootee and not Vincennes - he reported to work at Logootee. It is inconsistent to argue that Claimant reported to work at the new location, on a different sub-division, exercised his displacement rights to the position with headquarters at Logootee, and yet maintained that his headquarters was still Vincennes.

It is interesting to note, although not controlling, that the time and distance involved in traveling to Logootee was considerably less than to Vincennes, for which of course there was no claim.

A thorough review of the record before us fails to show that the Agreement was violated and we will deny the claim.


PL Board No. 1210

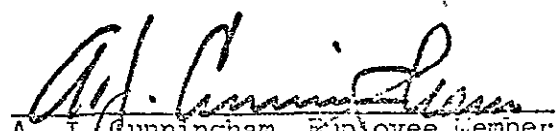
(3)


AWARD No. 7

AWARD:

Claim denied.


C. Robert Roadley, Neutral Member


A. J. Cunningham, Employee Member


L. W. Burks, Carrier Member

Baltimore, Maryland
March 11, 1974