

PROCEEDINGS BEFORE PUBLIC LAW BOARD NO. 3781

AWARD NO. 25

Case No. 43

Referee Fred Blackwell

Carrier Member: R. O'Neill

Labor Member: W. E. LaRue

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

CONSOLIDATED RAIL CORPORATION

STATEMENT OF CLAIM:

Claim of the Brotherhood (CR-1319) that:

- (a) The Carrier has violated Rules 18, 23, 24, and 38(b) of the Scheduled Agreement, when on December 12, 1984, and subsequent dates, the Carrier changed the headquarters of Claimant P. C. Barroner and others, without the benefits of Rule 23 (g), Paragraph 1, and Rule 24.
- (b) The Claimants, P. C. Barroner, et al, shall be granted the benefits afforded under Rule 23(g), Paragraph 1, and Rule 24, starting from December 12, 1984, and continuing until such violation ceased.

FINDINGS:

Upon the whole record and all the evidence, after March 19, 1987 hearing at the National Mediation Board, Washington, D. C., the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

OPINION

This claim arises on the basis of allegations that Claimants were improperly deprived of benefits under Rules 23 and 24 as a result of the Carrier's violation of the Agreement by its

unilateral action respecting the Claimant and other Employees in the AFE Gang, whereby the Carrier changed the Gang headquarters of the Claimants from AFE Camp Cars, Huntington, Pa., to a regular fixed headquarters at Huntington, Pa.

The Carrier has denied the claims on the basis that the Carrier is not restricted by the Agreement from unilaterally changing a headquarters point. The Carrier submits that the Carrier is permitted under Rule 4, Section 2, to change headquarters and that when a headquarters change is made, this gives rise to an affected Employee's option to exercise seniority to another position. In this instance, Carrier says, all Claimants elected to accept the change in headquarters and reported to the new headquarters on the effective date of the change.

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After due study of the foregoing and of the whole record the Board concludes that the position of the Carrier is not correct. The provisions of Rule 4, Section 2 (a) 7, clearly grants an employee, whose headquarters is changed, the right to exercise seniority. In addition, there is no requirement that the mere change of such headquarters from one location to another required the readvertisement of the involved position. However, in the case at hand the claimants' positions were established with headquarters as "camp cars". As such, they entailed various other rules of the agreement unique in application to employees assigned to mobile camp cars. Thus, the headquarters change from "camp cars" to a fixed headquarters was not the only significant change

in the essence of these positions and should have been accomplished by readvertisement of the positions.

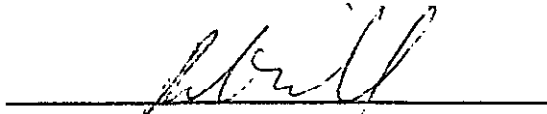
AWARD:

Paragraph (a) of the claim is sustained to the extent indicated above. Because of a lack of any evidence with respect to the extent of monetary damages or to the non-availability of other positions to which the claimants could have exercised their seniority, the claims in paragraph (b) are dismissed.

BY ORDER OF PUBLIC LAW BOARD NO. 3781.



Fred Blackwell, Neutral Member



R. O'Neill, Carrier Member



W. E. LaRue, Labor Member

Executed on January 4, 1990

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