

PROCEEDINGS BEFORE PUBLIC LAW BOARD NO. 3781

AWARD NO. 27

Case No. 55

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-1271) that:

- (a) The Carrier has violated Rule 12 of the current Scheduled Agreement, and applicable paragraphs of Rule 23, when on September 18, 1984, the Carrier unilaterally changed the headquarters of Welder L. Cheeks, Welder Helper E. Garrett, Trackman M. A. Larkin, and Trackman A. Mayes, without the benefits and provisions provided divisional and interregional traveling gangs.
- (b) The Carrier shall now compensate Claimants L. Cheeks, E. Garrett, M. Larkin, and A. Mayes the appropriate mileage rate for 30 miles each way, each day, and shall compensate said Claimants at the rate of two minutes per mile traveled from their fixed headquarters to the newly assigned headquarters, starting on September 18, 1984, and continuing until such violation ceased or the positions held by the Claimants were abolished.

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 case arises from claims by Trackman that they have been deprived of Rule 23 benefits by the Carrier's impermissible unilateral action of changing the headquarters of Boutet Welding Gang Number One from Sharonville, Ohio, to Middletown, Ohio.

The Carrier has denied the claim on the ground that the Carrier is not restricted by the Agreement from unilaterally changing headquarters. The Carrier says further that a change of headquarters under Rule 4, Section 2., of the Agreement gives rise to the Employee's option to exercise seniority to another position; and that all Claimants in this case elected to accept the change in headquarters and report to the new headquarters on the effective date of the change.

The Board finds that the Agreement does not prohibit or restrict the Carrier from making a unilateral change in fixed headquarters.

Accordingly, based on review of the foregoing and of the whole record herein, the claim will be denied.

AWARD:

Claim denied.

BY ORDER OF PUBLIC LAW BOARD NO. 3781.

3781-27

P.L. Board No. 3781 - Award No. 27 / Case No. 55

Fred Blackwell

Fred Blackwell, Neutral Member

R. O'Neill

R. O'Neill, Carrier Member

W. E. LaRue

W. E. LaRue, Labor Member

Executed on January 4, 1990

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