

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12946
Docket No. 12778
95-2-93-2-190

The Second Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Fireman
(and Oilers
(
(Atchison, Topeka and Santa Fe Railway
(Company

STATEMENT OF CLAIM:

- "1. That the Atchison, Topeka and Santa Fe Railway Company violated Article I, Section 4 of the September 25, 1964 Agreement when they failed to give at least sixty (60) days notice of the abolishment of jobs in Fort Madison, Iowa to the following Fireman and Oilers:

A. H. Honadel

2. That the Atchison, Topeka and Santa Fe Railway Company further violated the September 25, 1964 Agreement when they failed to provide protective benefits to the above-listed Fireman and Oiler who was deprived of employment as stated in one or more of the reasons set out in Article I, Sections 1, 2 and 3 of the September 25, 1964 Agreement.
3. That accordingly, the Atchison, Topeka and Santa Fe Railway Company be ordered to make whole the above-named claimant by payment for time lost as a result of the abbreviated furlough notice; and, further, that the Atchison, Topeka and Santa Fe Railway Company be ordered to apply the protective benefits set forth in Article I of the September 25, 1964 Agreement, as amended."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

This case was originally submitted to SBA 570. In accordance with the June 1, 1993 Letter of Understanding between the Organization and the National Railway Labor Conference the case was withdrawn from SBA 570 and submitted to this Board.

Claimant was employed at the Carrier's Fort Madison facility. In July 1988, Claimant was furloughed and this claim was filed seeking the benefits of the September 25, 1964 Agreement.

The Organization contends the Carrier violated Article I, Section 4 of the Agreement by not giving the 60 day notice of the abolishment of the claimant's position which it avers was as a result of changes in operations as set forth in Section 2 of Article I.

The Organization takes the position that the Carrier abandoned its car repair facility at Fort Madison, and as a result the Claimant is entitled to the benefits of the September 25, 1964 Agreement.

The Carrier takes the position that the Claimant was furloughed due to lack of work.

A close review of the record does reveal that the Carrier did abandon its car repair facility at Fort Madison. While carmen are still headquartered at that location, their duties are to repair cars on line-of-road. By abandoning the car facility the claimant was adversely affected and as such he is entitled to the benefits of the September 25, 1964 Agreement.

AWARD

Claim sustained.

Form 1
Page 3

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 23rd day of August 1995.