

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

Parties to Dispute: (System Federation No. 6, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Belt Railway Company of Chicago

Dispute: Claim of Employees:

1. That the Belt Railway Company of Chicago violated the agreement rules when they abolished all wrecking crew jobs effective Sunday, March 30, 1975, and thereafter have used outside contractors to perform all wrecking service.
2. That the Carrier be ordered to comply with the agreement rules and again use Carmen for all wrecking service as the rules provide.

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 claim is based on the Carrier's action of abolishing certain wrecking crew positions which action allegedly violated rule 93 of the Agreement between the Carrier and the Organization. It is the position of the Organization that rule 93 considered along with the past practice of the parties vests the work in question in the Carmen.

The Carrier's first argument in response to the claim is that it should be dismissed in that it was not appealed from the Carrier's highest designated officer within 9 months from his decision to deny the claim.

The facts do not support the Carrier's allegation of a procedural defect. The letter to Mr. Crawford, the Director of Personnel, dated May 23, 1975, was not a letter appealing to the highest officer designated to handle claims as contemplated by Article V of the August 21, 1954 National Agreement. The Organization did process a claim through the proper channels

and ultimately to Mr. Crawford as the highest officer of the Carrier designated to handle claims. That claim was denied by Mr. Crawford, which denial was appealed within nine months.

The claim as presented is rather confusing in terms of what the violation alleged to have been committed actually is; the abolishment of the positions or the use of outside contractors to perform all wrecking service.

There is no provision in the agreement that makes the abolishment of the positions per se a violation of the agreement. No violation can be sustained solely on that basis. Further, there is nothing in the record to support the statement in the claim that outside contractors have been used to perform wrecking service.

Based upon the record before us we are unable to find support for the claim of the organization set out in the statement of claim.

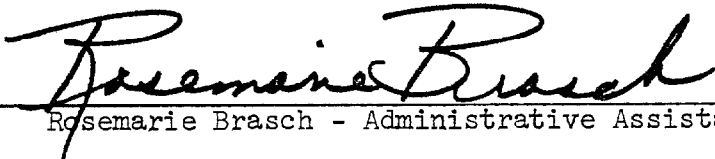
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 7th day of October, 1977.