

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11631
Docket No. 11259
89-2-86-2-66

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

(Brotherhood Railway Carmen of the United States
(and Canada
PARTIES TO DISPUTE: (
(Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM:

1. That the Baltimore and Ohio Railroad Company violated the current controlling agreement, specifically Rule 142 1/2 (Article VII of the December 4, 1975 Agreement) when they improperly abolished all wrecking crew positions at Brunswick, Maryland by bulletin dated January 17, 1985.

2. That accordingly, the Baltimore and Ohio Railroad Company be ordered to withdraw the January 17, 1985 bulletin thereby re-establishing the wrecking crew positions in compliance with Rule 142 1/2 which reads "the number of employees assigned to the Carrier's wrecking crew for purposes of this Rule will be the number assigned as of the date of the Agreement."

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 employees 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 arose after the Carrier, by Bulletin of January 17, 1985, abolished its Wrecking Crew located at Brunswick, Maryland. The Organization, in its statement of the Claim, contends that the Carrier violated that part of Rule 142 1/2 (Article VII of the December 4, 1975 Agreement) which reads: "...the number of employees assigned to the Carrier's wrecking crew for purposes of this Rule will be the number assigned as of the date of the Agreement."

At the outset, we have carefully considered certain procedural objections and, while these are not without merit, we conclude that this Claim may best be addressed on its merits.

With respect to the merits, both parties have provided a number of past Awards in support of their respective positions in this matter. In fact, Second Division Awards 7926, 8766, 9014, 9887 and 10162 were relied upon by both parties. We have closely reviewed these Awards, as well as the other Awards and the relevant evidence properly before us, and we conclude that the Claim cannot be sustained. In this respect, it should be noted that the circumstances leading to Second Division sustaining Awards 7926, 8766, 9014, 9712, 9887 and 10162, relied upon by the Organization, were triggered by claims mainly concerned with the Carrier's failure to call members of the assigned Wrecking Crew, and hence, they were not concerned with the abolishment of the Crew, as herein. This was a different issue than that which is presently before this Board in this Claim. Those Awards, however, found that Wrecking Crew assignments are subject to the bulletin and abolishment provisions of the Parties' Agreement. The Carrier, on the property, stated that it no longer had a need for a Wrecking Crew at Brunswick, due to a decreasing amount of rail traffic in the area formerly served by the Brunswick Crew. This was not substantively refuted on the property.

In view of all of the preceding and because past Awards have held that the positions in question are subject to the normal bulletining and abolishment procedures, we must deny the Claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 18th day of January 1989.