

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11781
Docket No. 11605-T
89-2-88-2-108

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ A Division of TCU
(The Louisville and Nashville Railroad Company (CSX)

STATEMENT OF CLAIM:

1. That the Louisville and Nashville Railroad Company, hereinafter referred to as the Carrier, violated the Agreement of November 19, 1986, particularly, but not limited to Article VI, and Rules 104 and 30(a) of the current controlling Agreement, when they transferred the work of coupling, inspecting, and testing of air brakes which had been historically performed by carmen to others crafts, and consequently furloughed Bruceton, TN Carmen M. A. Swafford, R. E. Hurt, B. Cary, J. H. Florence, L. O. Foulks, T. N. Nance, C. E. Hudson, W. A. Freeland and H. J. Stigall, hereinafter referred to as the Claimants.

2. And, consequently, the Carrier should be ordered to compensate each of the Claimants for five (5) days per week commencing with the date of their furloughs and continuing until that work is returned to carmen and Claimants are recalled to service, and to continue all of their employee benefits connected to employment in effect for the same period of time as a result of said violation.

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

As Third Party in Interest, the United Transportation Union was advised of the pendency of this dispute and did not file a Submission with the Division.

The Claim of the Organization is that Carrier violated the Agreement when it shifted Carmen's work from Bruceton to be performed by train crews in New Johnsonville, Milan and McKenzie. The Organization alleges that the coupling, testing, and inspection of air brakes has been moved to locations where Carmen are not employed.

There is no dispute in this record that Carrier reduced its operations at Bruceton. Carrier admits that it reduced switching at Bruceton which resulted in less inspection work. Due to less work nine (9) Carmen were furloughed.

This Board has carefully reviewed the Organization's assertions and the controlling Rules. This Claim must fail for lack of proof. The Carrier clearly and unmistakably refuted the Organization's assertions. The Carrier stated in pertinent part that:

"... The work that was previously performed by Carmen at Bruceton, is now being performed by Carmen at Memphis and at Nashville...

...no other craft is performing your work at Bruceton. No other craft is performing your work at New Johnsonville, Milan and McKenize.

... Carmens work has not been shifted to be performed by train crews as you state."


The burden of proof lies with the Organization. The record provides no evidence beyond assertions by which we can resolve this conflict. As the Carrier clearly rebutted the Organization's assertions and the Organization came forth with absolutely no probative evidence to support its Claim, the Claim must fail (Second Division Awards 11101, 6964, 7309). The Organization has not met its burden of proof.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of October 1989.