

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ Division of TCU
(
(CSX Transportation, Inc. (formerly the Chesapeake and
Ohio Railway Company)

STATEMENT OF CLAIM:

1. That the Chesapeake and Ohio Railroad Company (CSX Transportation, Inc.) (hereinafter referred to as "carrier") violated the provisions of Rule 158 of the Shop Crafts Agreement and Article VII of the December 4, 1975 National Agreement when on March 12, 1987 the carrier posted a notice abolishing all wrecking crew positions in Newport News, Virginia effective 7:00 a.m., March 13, 1987 in violation of the aforementioned Rule.

2. Accordingly, the members of the wreck crew are entitled to be compensated for all monetary losses sustained by them as a result of the carrier's utilization of outside contractors when the regular assigned wreck crew at Newport News, Virginia is not used. Additionally, the carrier be ordered to reestablish the twelve (12) regular assigned wreck crew positions at Newport News, Virginia.

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.

The Claim involves the abolishment of several wrecking crew positions at Newport News, Virginia, effective May 13, 1987. Carrier contends that the wrecking derrick had been out of service for over two years before the positions were abolished, it was not economically feasible to effect repairs to the unit so it was scrapped in July 1987. Carrier points out that over the years the size of the crew had been reduced through attrition and when the equipment was scrapped the three remaining positions were eliminated.

The positions constituting the wrecking crew at Newport News were positions assigned to the wrecking derrick headquartered at that facility. When the derrick was scrapped the need for wrecking positions no longer existed. Accordingly, unless otherwise restricted by the Agreement, Carrier was free to abolish the assignments.

The Organization has the burden of proof in Claims of this type. It has not cited a Rule or practice which requires the Carrier to bulletin and fill wrecking derrick positions when a wrecking derrick is no longer in service at a particular shop.

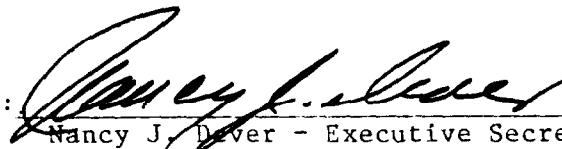
The Claim is without merit.

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 4th day of November 1992.