

Award No. 12948
Docket No. 12788
95-2-93-2-192

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 Brownwood, Texas to the following Firemen and Oilers:

L. D. Stewart	R. H. Becktold
J. T. Donohew	J. C. Egger
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 Firemen and Oilers who were 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 claimants by payment for time lost as a result of the abbreviated furlough notices; and, further, that the Atchison, Topeka and Santa Fe Railway Company be ordered to apply the protective benefits set forth in Article I, Sections 5 through 11, as applicable, 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June 1, 1993 Letter of Understanding between the Organization and the National Railway Labor Conference the case was withdrawn from SBA 570 and submitted to this Board.

Claimants was employed at the Carrier's facility at Brownwood, Texas. They were furloughed in July, 1989, and this claim was filed seeking the benefits of the September 25, 1964 Agreement.

The Organization asserts the Carrier violated Article I, Section 4 of the Agreement by not giving the claimants the required 60 day notice of the abolishment of their jobs which it claims was a result of changes in operations as set forth in Section 2 of Article I.

The Organization avers that the Carrier transferred work from Brownwood to other locations. However, they are not specific as to what work was transferred and to what location. It submits that the fueling of locomotives was transferred to Temple, Texas. However, there is no proof that the fueling of locomotives is the work of laborers, or even if it was laborers' work, what locomotives should have been fueled at Brownwood.

The Carrier's position is that the claimants were furloughed as a result of the lack of laborers' work at Brownwood. The research is clear that the Carrier's operation at Brownwood had substantially decreased at the time of the furloughs.

This Board cannot conclude that a transfer of work occurred. After examining the record, this Board is not able to find that the decrease in work and furlough were due to work being transferred from Brownwood to any other facility. After careful consideration of the record the position of the Organization cannot be sustained.

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimants not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

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