

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12949
Docket No. 12871
95-2-94-2-13

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 it failed to give at least sixty (60) days notice of the abolishment of Laborer Joe Sanchez' position at El Paso, Texas. Mr. Sanchez was deprived of employment due to operational changes as defined in Article I, Section 2 (a) and (b) of the controlling agreement.
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 Joe Sanchez when he was furloughed from El Paso.
3. That accordingly, the Atchison, Topeka and Santa Fe Railway Company be ordered to make Mr. Sanchez whole by payment for time lost as a result of the abbreviated furlough notice; and, further, that the Atchison, Topeka and Santa Fe Railway Company be ordered to apply the applicable protective benefits as defined in Sections 4 through 11 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June 1, 1993 Letter of Understanding between the Organization and the National Railway Labor Conference the case was withdrawn from SBA 570 and submitted to this Board.

Claimant was employed at the Carrier's facility at El Paso, Texas. In December of 1987 Claimant was furloughed 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 claimant the required 60 day notice of the abolishment of his position which it claims was a result of changes in operations as set forth in Section 2 of Article I.

The Organization argues that the Carrier transferred work from El Paso as well as abandoning a part of the facility. The Carrier avers that the claimant was furloughed due to lack of work.

There is no question that the Carrier demolished their 106-year-old roundhouse at El Paso. However the razing of building is not evidence of the partial abandonment of a facility. The Organization also fails to show that any work was transferred out of El Paso to other Carrier facility. In fact, the Assistant General Chairman in his March 21, 1988 letter points out that the work of the claimant is being performed by other employees at this location.

After a careful review of the record, this Board is unable to find evidence that there was a partial abandonment of the facility at El Paso, or that there was a transfer of work. The position of the Organization cannot be sustained.

AWARD

Claim denied.

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ORDER

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

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

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