

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26107

Docket Number MW-26039

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(The Chesapeake and Ohio Railway Company (Northern Region))

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when, without thirty (30) calendar days' written notice to the General Chairman, it abolished Forces 1305 and 1306 effective January 24, 1983 (System File C-TC-1614/MG-3961).

(2) As a consequence of the aforesaid violation, Forces 1305 and 1306 shall be re-established with the incumbents (Messrs. G. Tarrant-Force 1305 and S. Zambori-Force 1306) reassigned thereto and Messrs. Tarrant and Zambori shall each be compensated for all loss of overtime pay suffered."

OPINION OF BOARD: Mr. G. Tarrant worked as a Roadway Machine Repairman assigned to Force Number 1305 which had existed for over a decade. Mr. S. Zambori also worked as a Roadway Machine Repairman assigned to Force Number 1306 which had been in operation for thirteen (13) years. Claimants' Tarrant and Zambori accrued significant overtime by virtue of seniority in those Forces. On January 24, 1983 Carrier notified Claimants that Force 1305 and 1306 were assigned to Force 1310.

The Organization argues therefore that Carrier has abolished Forces, changed work methods wherein "road" assignments of Forces 1305 and 1306 became "shop" assignments in Force 1310, and that as such, Claimants have lost overtime by virtue of seniority. In support of this position, the Organization argues a violation of Rules 1 1/2 and 8 1/2 and presents supporting documentation of "road" assignments by numerous Roadway Machine Repairmen. The Carrier denied alleged noncompliance with the Agreement, any reference to "road" or "shop" assignments and any Rules violation including seniority assignments.

The Board finds that the Carrier acted in conformance with Rule 1 1/2 of the Agreement, which provides in pertinent part as follows:

"In the event the carrier decides to effect a material change in work methods . . . the carrier will notify the General Chairman . . ."

and Rule 8 1/2:

"Territories may be rearranged or gangs abolished after thirty (30) calendar days written notice has been served on the General Chairman of the Employees' Organization and conferences held for the purpose of reaching an understanding concerning reassignment of the employees affected to the rearranged territory."

The Carrier maintains, without convincing contradiction, that the force numbers were changed for accounting purposes. The cited Rules apply only to material change in work "methods", rearranged territories or abolished gangs. There is no evidence of record of changed work methods. Bulletin #2 of January 17, 1983, which is proffered by the Carrier refutes "road" verses "shop" designations and substantiates Carriers' argument that territorial assignments have not been rearranged. All positions and forces herein discussed are headquartered at the RM&E Shop in Saginaw without change. In addition, this Board has carefully reviewed the record with regard to loss of overtime. The Organization has failed to show any loss of overtime by the Claimants as a result of force number changes or Rule violations. Carrier argued on property that such overtime was governed by Rule 32(e) and continued unchanged.

Finding no Agreement Rule violation, abolishment of positions, probative evidence to substantiate "road" jobs, evidence of material change in work, a showing of seniority violation or a loss of overtime, this Board denies the Claim. There is no evidence to substantiate Carrier's failure to comply with the Agreement to give notice to the Organization under the circumstances and events at bar where neither abolishments nor material change in work methods occurred.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: _____



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of August 1986.