

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33454
Docket No. SG-33928
99-3-97-3-450

The Third Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Baltimore
(and Ohio Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (B&O):

Claim on behalf of W.R. Dellinger and W.B. McCune for re-establishment of the Leading Signal Maintainer position at Rockwood, Pennsylvania, and for payment of all compensation lost as a result of the abolishment of the Leading Signal Maintainer position on April 16, 1996, and the resulting displacements, account Carrier violated the current Signalmen’s Agreement, particularly Rule 63 and Agreement No. 15-18-94, when it abolished the Leading Signal Maintainer position at Rockwood and established a Signal Maintainer position at Connellsville, Pennsylvania.” Carrier’s File No. 15(96-204). BRS File Case No. 10222-B&O.

FINDINGS:

The Third 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 were given due notice of hearing thereon.

This claim filed on May 7, 1996 alleges that Carrier violated Rule 63 when it abolished a Leading Signal Maintainer position at Rockwood, Pennsylvania, and established a Signal Maintainer position at Connellsville, approximately 75 miles distant. Claimants are employees affected by these changes.

Rule 63, Established Positions, provides, in pertinent part:

“Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the rules in this Agreement.”

Correspondence on the property reveals that the maintenance team at Connellsville was increased in size to improve Carrier's ability to perform additional anticipated preventive maintenance on the westerly limits of the seniority district. At the same time the Leading Signal Maintainer position was abolished in Rockwood due to a decrease in the forecasted need for work on the east end of the seniority district. The Organization never disputed Carrier's contentions that, as a result of this action, (1) there were no positions lost nor any displacements to system teams or furloughs, and (2) Claimants did not suffer financially.

The Organization contends that, because Claimant McCune had his position designation changed from Lead Signal Maintainer to Signal Maintainer at Rockwood without a change in job duties, and Claimant Dellinger was forced to move to the new position in Connellsville, Carrier violated the provisions of Rule 63. Carrier asserts that it has the managerial prerogative to decide what amount of manpower is needed to perform work and where and when the work will be done, and that the Organization pointed to nothing in the Agreement restricting its action in this case.

A careful review of the record convinces the Board that the Organization failed to sustain its burden of proving that Carrier violated Rule 63 or any other provision of the Agreement. There is no evidence establishing what either Claimant did in his position at Rockwood, nor the job duties of their current positions. Thus, the Organization failed to show that the new job created covered “relatively the same class of work” as the abolished position, but at a lower rate of pay. Neither is there evidence

of any adverse impact created by the rearrangement of forces that occurred in this situation. In the absence of proof that Carrier was restricted from making the business changes it did by any Agreement provision, this claim must fail. See Third Division Awards 33227, 25106, 23264, 18693, 16941, 13933.

AWARD

Claim denied.

ORDER

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

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 23rd day of August 1999.