

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

NORFOLK SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk Southern Railway that the Carrier violated the Agreement between the parties when:

1. It improperly declared the position of Agent at Norman, North Carolina to be abolished effective August 1, 1956.
2. It improperly declared the position of Agent-Operator at Candor, North Carolina to be abolished effective August 1, 1956.
3. It improperly bulletined, under date of July 9, 1956, a position of Agent-Operator at Candor-Norman, and improperly assigned Mrs. Irma C. Smith to such position, effective August 1, 1956.
4. It improperly suspended and continues to suspend Mrs. Irma C. Smith from her Agent-Operator's position at Candor in requiring her to perform service as Agent-Operator at Norman, beginning August 1, 1956.

That because of said violations, the Carrier shall be required to:

- 1(a). Restore the Agent's position at Norman to a minimum eight hour daily basis as it existed prior to August 1, 1956.
- 2(a). Restore the Agent-Operator's position at Candor to a minimum eight hour daily basis as it existed prior to August 1, 1956.
- 3(a). Annul or otherwise render void Bulletin No. 3740 of July 9, 1956 and the assignment made thereunder.
- 4(a). Compensate Mrs. Irma C. Smith for three hours at straight time rate for each day suspended from her Agent-Operator's position at Candor while being required to perform service as Agent-Operator at Norman; also, for any expenses incurred for each day of such service.

to solicit the co-operation of the employe representatives to not interpose objection to the petitioners made by the Company to the Public Utilities Commission for authority to effectuate such consolidations and/or closing of stations.

Respondent further assumes petitioners will also contend that inasmuch as the positions of Agent-Operator at Candor and star agent at Norman are listed in the wage scale of the agreement, shown therein as Appendix A, in accordance with Rule 32 reading:

“All positions covered by this agreement will be listed in Appendix A, the wage scale, showing location, classification, and rate of pay applicable, which forms a part of this agreement.”

that carrier does not have the right to abolish any such position without negotiation. Respondent carrier points out, however, that nowhere in the agreement can petitioners cite any rule restricting the right of management to abolish positions when there is no longer any work for that position to perform, or where the work has substantially decreased; such action by the carrier is not violative of any rules of the agreement so long as any residual work of the position which is abolished is assigned to and performed by an employe subject to the agreement. (See Award 6944.)

Respondent holds the claim is entirely without merit, is based upon fallacious premises, and should be denied, and urges that your Division so hold.

OPINION OF BOARD: This case is the same in all material respects as in Docket No. TE-9963, Award No. 12377. We adopt the opinion therein as determinative of the issues in this case.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1964.