



Award No. 15954
Docket No. MW-15096

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

TENNESSEE CENTRAL RAILWAY COMPANY

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

(1) The Carrier violated the Agreement when it failed to give at least five working days of advance notice to B&B Carpenters Alvin McCormick, Othel Carr, Farris Givens, B&B Helpers Dallas Loden, Arnel Green, Kenneth Loden, B&B Laborers Claude Treadway and Virgil Treadway whose positions were abolished in force reductions which became effective at the close of work on April 22, 1963.

(2) Each of the Claimants named in Part (1) of this claim now be reimbursed for the amount of monetary loss suffered because of being given insufficient advance notice of the force reduction of April 22, 1963.

EMPLOYEES' STATEMENT OF FACTS: The claimants were regularly assigned to their respective positions with a Bridge and Building gang supervised by Foreman Soffie Silvers, with a work week extending from Monday through Friday. (Saturday and Sunday were rest days.)

At 3:00 P. M. on Tuesday, April 16, 1963, Foreman Silvers advised the claimants that their positions would be abolished at the close of work on Monday, April 22, 1963.

Saturday, April 20 and Sunday, April 21, 1963, were assigned rest days. If the Carrier had given the claimants not less than five (5) working days' notice in advance of the abolishment of their positions, as required, they would not have been laid off at the close of work on Monday, April 22, 1963, but would have been permitted to work until the close of work on Tuesday, April 23, 1963.

The Agreement in effect between the two parties to this dispute dated September 1, 1942, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirements of this Article."

Correspondence showing the handling given this claim on the property is attached hereto marked Carrier's Exhibits Nos. 1 to 6, inclusive.

(Exhibits not reproduced.)

OPINION OF BOARD: The Carrier notified Claimants during the afternoon of Tuesday, April 16, 1963 that effective with close of work on Monday, April 22, 1963 that they would be laid off until further notice. Claimants were assigned to a work week of Monday through Friday, Saturday and Sunday as rest days.

Article III of the June 5, 1962 Agreement, binding on the parties, requires that not less than five (5) working days' advance notice shall be given before positions are abolished or reduction in forces are made.

It is clear that Carrier's action violated the Agreement. We are also involved with the same issues, the same parties and the same Claimants we had before us in Docket MW-14847, Award 14928.

Award 14928 reaffirmed the Board's decision in Award 12831, between these same parties, involving a similar factual situation and sustained the claim there.

The issue has been resolved; therefore the claim here will be sustained.

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 Employee involved in this dispute are respectively Carrier and Employee 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of November 1967.

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