



Award No. 16365  
Docket No. TE-15225

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**John J. McGovern, Referee**

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION  
(Formerly The Order of Railroad Telegraphers)**

**GEORGIA & FLORIDA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Georgia and Florida Railway, that:

1. Carrier violated the Agreement of June 13, 1963, when it failed to allow Mr. B. A. Jones, the lump sum settlement in accordance with Paragraph (c) of said Agreement.

2. Carrier shall now be required to compensate B. A. Jones in the amount of \$5,388.12.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective July 1, 1951, as amended and supplemented, is available to your Board and by this reference is hereby made a part of this submission.

There is one position covered by the Agreement at Hazelhurst, Georgia, classified as Agent-Operator with an assignment to work Monday through Friday, rest days Saturday and Sunday. The position is not filled Saturdays or Sundays.

Claimant Jones maintained a seniority date of June 5, 1951 and was the duly assigned Agent-Operator at Hazelhurst, Georgia, on June 30, 1963. On July 1, 1963, Mr. L. J. Waters, General Superintendent of the Georgia and Florida Railway Company, issued the following bulletin:

"Augusta, Georgia

July 1, 1963

**BULLETIN NO. 1**

All Agent-Operators  
All Operator-Clerks

Effective 12:01 A.M., July 1, 1963, the following position at Hazelhurst, Georgia, is abolished as the work is being transferred to the Southern Railway Agency.

in the amount of \$4,684.80 on the alleged grounds that Carrier "violated the Agreement of June 13, 1963 when it failed to allow . . . a lump sum settlement in accordance with Paragraph C of said Agreement" (Carrier's Exhibit E). (The amount claimed was later amended, on March 25, 1964, to \$5,388.12 — Carrier's Exhibit F.)

The claim was discussed in conference between the parties, and was finally declined on February 7, 1964. Being entirely without merit, it remains declined.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Claimant was the regularly assigned Agent-Operator at Hazlehurst, Georgia on June 22, 1963. On that day, he was displaced by a senior employee. Effective 12:01 A. M., July 1, 1963, the position of Agent-Operator at Hazlehurst was abolished completely, the work being transferred to the Southern Railway Agency.

An Agreement was signed by the Carrier and representatives of the operating and non-operating employes on June 13, 1963. It is because of this Agreement that Claimant applied to Carrier for a lump sum payment as provided in paragraph (c) thereof. His contention is that his situation was contemplated by the terms of said Agreement in that he was deprived of his employment and consequently is entitled to exercise his option of a lump sum settlement.

The pertinent portions of the aforementioned Agreement read as follows:

"(a) Each regularly assigned employe of Georgia & Florida Railroad as of the effective date of the Order of approval by the Interstate Commerce Commission, who is deprived of his employment as a result of the work being transferred to the Southern Railway Company or any railroad under its control (other than the Georgia & Florida Railway Company) as set out in the Interstate Commerce Commission's Report and Order, shall be paid each month for a period of 4 years from such effective date (or, if employed by Georgia & Florida Railroad for a lesser period, such lesser period), an allowance equal to his basic monthly wage on the effective date of the Order, less any other earnings received during the period of protection.

(c) Any employe of the Georgia & Florida Railroad deprived of employment for the reasons stated in (a) above, may accept, if he desires, a lump sum settlement in lieu of the monthly allowance provided in (a) above." (Emphasis ours.)

The Claimant, having been displaced by a senior employee on June 22, 1963, was not the regularly assigned employee at Hazlehurst when that position was abolished and transferred to the Southern Railway Company on July 1, 1963. The Petitioner has not proved that Claimant was deprived of employment as a result of work being transferred to the Southern Railway Company. We will of necessity deny the claim.

**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 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 7th day of June 1968.