

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33856
Docket No. CL-33989
99-3-97-3-524**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-11801) that:

- (a) Claiming one day’s pay, at \$15.65 per hour, for February 22 through 25, 1996.**
- (b) Claimant Elden McKeen was not notified of job abolishment until 0700 on February 21, 1996, in violation of Agreement in particular Rule 13.”**

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.

Claimant’s position was abolished on February 21, 1996, when he was on vacation. Notice of the abolishment was posted on February 14, 1996, while Claimant was on vacation. Claimant learned of the abolishment upon his return on February 21,

1996. Claimant's displacement rights were then extended to account for his absence due to vacation.

The Organization contends that the Carrier did not give proper notice, as required by Rule 13.1, to the Claimant of the abolishment of his position because he was on vacation and did not get actual notice until his return. The Carrier on the other hand argues that Rule 13.2 clarifies Rule 13.1 by requiring only that it post notice of the abolishment, which it did. It goes further, however, and asserts that because employees might be on vacation during the posting period they are protected by the parties' Agreement that the employees' displacement rights would be extended by the period of their absence.

We agree with the Carrier. When Rules 13.1, 13.2 and 14.1 are read together the inescapable conclusion is that the parties clearly and unambiguously set forth a procedure for giving notice to employees of job abolishments and protecting employees who might not receive actual notice of the abolishment due to their absence for, among other things, vacation. Thus, Rule 13.1 requires only that the Carrier give notice and Rule 13.2 provides for the medium by which notice will be given, i.e. posting. Finally, recognizing that by bilaterally choosing such a method of giving notice some employees might not receive actual notice, the parties agreed that those employees' displacement rights would be extended.

Inasmuch as the Carrier gave notice, by posting, and extended the Claimant's displacement rights in light of his vacation, there was no violation of the Agreement.

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 21st day of December 1999.