

Award No. 14684  
Docket No. MW-15608

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

John H. Dorsey, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES  
CENTRAL OF GEORGIA RAILWAY COMPANY**

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

(1) The Carrier violated the Agreement when it laid off Tinner W. A. Holland at the close of work, Monday, August 5, 1963, thereby depriving Mr. Holland of pay for August 6, 7, 8 and 9, 1963. (System Case No. 15-36-129 — Carrier's File MW-3114.)

(2) The Carrier again violated the Agreement when it laid off Cook E. Henderson and Track Laborers L. Owens, Jr., J. Trimble, P. Douglas, J. H. Patrick and O. J. Lindsey at the close of work, Monday, September 16, 1963, thereby depriving said employees of pay for September 17, 18, 19 and 20, 1963. (System Case No. 35-26-138 — Carrier's File MW-3122.)

(3) The Carrier again violated the Agreement when it laid off Track Laborers E. M. Walker and H. Lewis at the close of work, Monday, September 30, 1963, thereby depriving said employees of pay for October 1, 2, 3, and 4, 1963. (System Case No. 35-27-140 — Carrier's File MW-3123.)

(4) Each claimant named in Parts (1), (2) and (3) of this claim be allowed thirty-two (32) hours' pay at his respective straight time rate because of the violations referred to in Parts (1), (2) and (3) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** Claimant W. A. Holland, Ident. No. 38739, has established and holds seniority as tinner and was assigned as such until his position was "abolished" effective with the close of work, Monday, August 5, 1963 in accordance with Chief Engineer-Maintenance W. E. Chapman's letter of July 29, 1963 to Division Engineer J. G. Watwood.

Claimant E. Henderson, Ident. No. 36963, has established and holds seniority as cook and was assigned as such on Extra Gang No. 2, Columbus Division. Claimants L. Owens, Jr., Ident. No. 65953, J. Trimble, Ident. No. 88814, P. Douglas, Ident. No. 22832, J. H. Patrick, Ident. No. 67070, and O. J. Lindsey,

Of course the foregoing does not change or affect the language contained in Article VI of the November 5, 1954 Agreement reading as follows:

\* \* \* \* \*

The foregoing agreement was amended by the "Non-Ops National Agreement" of June 5, 1962, to the extent set forth in

### "ARTICLE III.

#### ADVANCE NOTICE REQUIREMENTS

Effective July 16, 1962, existing rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is 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."

#### GENERAL

It is a fact that in each of the three claims, the claimants involved were hourly paid employees. It is an undisputed fact that in each instance, proper advance notice was given to claimants to abolish their unneeded positions. It is a further fact that Carrier has the unquestioned right to abolish the jobs in question, and upon their abolishment, they ceased to exist. The claimants' positions were abolished, and when so abolished, everything pertaining to the positions was abolished with them. There is no rule to support the claims for unearned pay for these claimants after their unneeded jobs were abolished or eliminated.

The principal correspondence concerning these three claims is attached hereto. Carrier's Exhibits No. 1 through No. 1-G refers to CLAIM No. 1. Carrier's Exhibits No. 2 through No. 2-F refers to CLAIM No. 2. Carrier's Exhibits No. 3 through No. 3-F refers to CLAIM No. 3.

The Brotherhood has failed in all handlings on the property to cite a rule, interpretation or practice which gives them what they are here demanding. Not knowing of any rule, interpretation or practice that has been violated by the Carrier, the demands of the Brotherhood have been denied at each and every stage of handling as evidenced by Carrier's Exhibits attached hereto. The claim has no semblance of merit.

The rules and working conditions agreement between the Carrier and its employees represented by the Brotherhood of Maintenance of Way Employees is effective September 1, 1949, as amended. Copies are on file with your Board, and the agreement, as amended, is hereby made a part of this dispute as though reproduced herein word for word.

**OPINION OF BOARD:** This Claim involves the same parties, the same Agreement, identical rules, identical principles and, except for dates and

identity of claimants, identical factual situations as in Awards Nos. 14393 and 14631. For reasons stated in those Awards we will 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 Carrier did not violate the Agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.