

Award No. 3656
Docket No. 3274
2-C of G-CM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 26, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O.
(Carmen)

CENTRAL OF GEORGIA RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(a) That the Carrier has declined to properly compensate Car Inspector C. L. Parrish of Savannah, Georgia for his expenses, travel time and bus fare during the time he was filling temporary vacation assignment at Augusta, Georgia and for his return to home point between July 1, 1957 and August 11, 1957, both dates inclusive, under the current Shop Crafts Agreement, effective September 1, 1949.

(b) That the Carrier be ordered to additionally compensate this employe during the aforesaid assignment in the amount of:

(b) 1) Three (3) hours at pro rata rate for each and every day between July 1, 1957 and August 11, 1957 for expenses

2) Two (2) hours at pro rata rate for travel time returning from Augusta to his home point, Savannah, Georgia

3) \$3.20 bus fare from Augusta to Savannah, Ga.

EMPLOYEES' STATEMENT OF FACTS: On June 10, 1957 the Central of Georgia Railway Company, hereinafter referred to as the carrier, posted a bulletin, as follows:

hire a Carman for the job. There is no semblance of merit to the claim, and it should be denied in its entirety.

It is the further position of carrier that the burden of proof rests squarely upon the shoulders of the petitioners. See **Second Division Awards Nos. 2938, 2580, 2569, 2545, 2544, 2042, 1996, and others.** Also, see **Third Division Awards Nos. 8172, 7964, 7908, 7861, 7584, 7226, 7200, 7199, 6964, 6885, 6844, 6824, 6748, 6402, 6379, 6378, 6225, 5941, 2676, and others—all of which clearly state that the burden is on the claimant party to prove an alleged violation of the agreement.**

Carrier respectfully requests the Board to deny this claim in its entirety as it is wholly without merit for the reasons shown.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The Organization contends this claim must be allowed because the Carrier's final denial thereof was not timely made on the property. On the basis of the facts set forth in the record, it appears that the Carrier's highest officer designated to handle appeals made denial of this claim within sixty days from his knowledge of the appeal resulting from receipt thereof through the mails. We therefore hold that this dispute is properly before us on its merits.

Insofar as pertinent, the circumstances of this controversy and the applicable agreement language are substantially the same as those involved in Award 2518 of this Division. We adhere to the reasoning contained in that Award. It therefore is concluded that Rule 12 of the controlling Agreement effective September 1, 1949 (which is the equivalent of Rule 10 as referred to in Award 2518) governs the resolution of this dispute. The claim will be sustained to the extent permitted by said Rule 12. ✓

AWARD

Claim sustained to the extent stated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1961.