

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (Paul E. Murphy
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(Illinois Central Gulf Railroad

Dispute: Claim of Employees:

Comes now Paul Murphy, by the undersigned counsel and urges the National Railroad Adjustment Board to review this submission and the attached exhibits and thereafter to render a decision which will restore and/or correct his seniority status to the position where apprentices who come out of the apprentice program are not placed ahead of him in seniority.

Findings:

The Second 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 was hired on June 10, 1968 as a Machinist Apprentice at Bloomington, Illinois by the former Gulf, Mobile and Ohio Railroad, under the provisions of the GM & O (Northern Region) Shop Craft Agreement. On September 15, 1972 Claimant completed his apprentice training and began to work as a Machinist at Bloomington with a seniority date of September 15, 1972. In the interim, on May 19, 1972, an agreement was signed by the Shopcraft General Chairmen and the Illinois Central Railroad changing and improving the apprentice training agreement on that property. On August 10, 1972 the merger between the IC and the GM & O was approved. On December 21, 1972 the Shopcraft General Chairmen reached an implementing agreement with the merged Carriers. On February 5, 1973 Claimant was transferred to Memphis, Tennessee with his seniority dovetailed into the Memphis seniority roster. Under the IC new apprentice training program all apprentices in service on the effective date of that Agreement received a seniority date of July 1, 1972, upon completion of their training.

The Claimant argues that he was entitled to the same journeyman seniority date as that received by the employees who had served their apprenticeship on the former IC. He contends that he was placed at the bottom of the seniority list at Memphis in spite of his service since 1968 while other apprentices with much less service were placed ahead of him (having received their training on the IC). He contends that the actions of the Carrier in this instance were discriminatory, unlawful and a violation of the contract.

The Organization, during the handling of this dispute on the property, stated that they had concluded Claimant had been treated fairly. The Organization pointed out that Claimant was transferred to the Memphis shop three months after the effective date of the new IC apprentice training agreement and was subject to all the rules and agreements at his new point. It is also stated that Claimant retained his seniority at his old GM & O homepoint as well as lifetime protection under the transfer and merger agreements.

The Carrier argues that none of the Agreements pertinent to this dispute were violated and that Claimant is in fact asking that the Board amend the agreements in order to adjust his seniority date. Carrier contends that Claimant's requested action is outside the Board's jurisdiction.

Claimant considers it unreasonable and unfair that apprentices who came out of the training program subsequent to his completion received an older journeyman seniority date. He desires the Board in its Award to correct this inequity. Unfortunately, much as Claimant's appeal may have the cloak of righting injustice, this Board cannot deal in equity. The validity of Agreements cannot be challenged in this forum. Our function is to make sure that the Agreements are applied as written and in this instance it appears that the Agreements were meticulously adhered to by Carrier. There is no contract violation established by Petitioner. As Carrier points out, this Board's function is limited, under the Railway Labor Act, to adjudicating disputes growing out of the interpretation or application of agreements. We cannot change or amend agreements, which is the thrust of the remedy sought in this dispute.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of September, 1975.