

Award No. 14683
Docket No. MW-15606

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

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

(1) The Carrier violated the agreement when, on October 7, 1963, it assigned Mr. C. E. Wallace to the bulletined position of Junior Apprentice Foreman to be headquartered at Augusta, Georgia, which is away from the gang headquarters at Millen, Georgia, and as a result thereof:

(2) Mr. C. E. Wallace be paid the difference in rate of pay he received as Junior Apprentice Foreman and that of First Class Yard Foreman, beginning October 7, 1963 and to continue until the Section Foreman's position headquartered in Augusta, Georgia is assigned in accordance with Bulletin No. 1520 issued October 29, 1963.

EMPLOYEES' STATEMENT OF FACTS: The claimant has established and holds seniority in the junior apprentice foreman's class as of March 28, 1952, and in the foreman's class as of August 14, 1961.

The Carrier issued a bulletin reading:

**"CENTRAL OF GEORGIA RAILWAY CO.
OFFICE OF DIVISION ENGINEER
SAVANNAH DIVISION**

Macon, Georgia
September 27, 1963-s
File 28

BULLETIN No. 1519

All Concerned:

Reference to my bulletin No. 1517, dated September 16, 1963, this bulletin is canceled in its entirety.

* * * * *

C. E. Wallace was assigned on October 7, 1963, to the position. Bulletin No. 1520 of October 29, 1963, advertised a Section Foreman's job with headquarters Augusta, Georgia, and Mr. C. E. Wallace was the successful bidder. He was assigned to the position effective November 15, 1963. The net effect of the facts of record is that your claim is for period October 7, to November 15, 1963.

Mr. Ferrell also pointed out to you the fact that the Traveling Section Foreman with headquarters at Millen, Georgia, to whom Mr. Wallace reported while occupying the Junior Apprentice Foreman position, spent his entire time during period October 7 to November 15, 1963, working in Augusta Yard and supervising Junior Apprentice Foreman Wallace. That being a fact of record, it does not appear that Mr. Wallace performed any duties of 'First Class Yard Foreman,' in fact the Carrier flatly denies that he performed any such duties during the period involved. You certainly here have failed to produce even one shred of evidence to support your claim.

This will reaffirm declination of the claim for the reasons stated in conference and as set forth in my letter to you of July 2, 1964."

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 in any manner whatsoever, the Carrier has denied this baseless claim at each and every stage of handling on the property as the record shows. The claim has no semblance of merit.

The rules and working conditions agreement between the parties is effective September 1, 1949, as amended. Copies are on file with the Board, and the agreement, as amended, is hereby made a part of this dispute as though reproduced herein word for word.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant held seniority in the Junior Apprentice Foreman class from March 28, 1952, and in the Foreman class from August 14, 1961. He was assigned, on October 7, 1963, to a position of Junior Apprentice Foreman with headquarters at Augusta, Georgia. Petitioner filed claim that the headquartering of Claimant at Augusta, away from gang headquarters at Millen, Georgia, violated the agreements; and, further, Claimant was performing the duties of a Foreman and the position should have been so classified.

This case involves the same parties, agreements, similar facts and presents the same issues as in denial Award No. 13798. We, therefore, will deny the instant 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.