

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 it abolished the positions of the Junior Apprentice Foremen assigned to the District Sections at Columbus, Rome, Barnesville, Fort Valley and Albany, Georgia, Alexander City, Leeds, Union Springs and Eufaula, Alabama, and assigned these Junior Apprentice Foremen to Extra Gangs MC-1, MC-2, MC-3, MC-4, MC-5, MM-1, MM-2, MM-3 and MM-4. (Carrier's Files MW-3124, MW-3125, BMWE Files 36-29-143, 26-25-144)

(2) The Carrier further violated the Agreement by reducing Extra Gangs MC-1, MC-2, MC-3, MC-4, MC-5, MM-1, MM-2, MM-3 and MM-4 by one laborer each.

(3) Each Junior Apprentice Foreman presently assigned to Extra Gangs MC-1, MC-2, MC-3, MC-4, MC-5, MM-1, MM-2, MM-3 and MM-4 be paid expenses in the amount of \$2.00 per day for each work day beginning September 3, 1963 and to continue until settlement is made, and, in addition:

(4) Each laborer reduced from Extra Gangs MC-1, MC-2, MC-3, MC-4, MC-5, MM-1, MM-2, MM-3 and MM-4 and/or the laborers adversely affected, be paid at his respective rate of pay for eight hours each work day, including holidays, beginning September 2, 1963 and to continue until settlement is made.

EMPLOYEES' STATEMENT OF FACTS: As a result of Chief Engineer-Maintenance W. E. Chapman's force reduction notices of August 22, 1963, the Junior Apprentice Foremen assigned to the Macon Division District Section Gangs headquartered at Barnesville, Fort Valley and Albany, Georgia and Eufaula, Alabama, and to the Columbus Division District Section Gangs headquartered at Columbus and Rome, Georgia and at Alexander City, Leeds and Union Springs, Alabama, were abolished, and the number of laborers' positions in Macon Division Extra Gang MM-1, MM-2, MM-3 and MM-4 and Columbus Division Extra Gangs MC-1, MC-2, MC-3, MC-4 and MC-5 were

It is a fact that there is no track gang consist rule in the agreement. Track Sub-Department gangs may consist of as few or as many men as the Carrier solely elects to have.

It is a fact that the Brotherhood has not and cannot cite any rule, interpretation or practice to support this baseless claim. Not knowing of any rule, interpretation or practice that has been violated in any manner whatsoever, the Carrier has denied this improper, vague and indefinite blanket claim at each and every stage of handling on the property. It is a fact that the claim presented to your Board has absolutely no semblance of merit.

The rules and working conditions agreement between the parties is effective July 1, 1950, 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:** Carrier abolished four (4) Junior Apprentice Foremen positions assigned to Track Section Gangs on the Macon Division and established four (4) Junior Apprentice Foremen positions in Extra Gangs on the Macon Division. It also abolished five (5) Junior Apprentice Foremen positions assigned to Track Section Gangs on the Columbus Division and established five (5) Junior Apprentice Foremen positions in Extra Gangs on that Division. Petitioner contends that those actions, along with a reduction of laborers on the Extra Gangs, violated Rule 27(c) of the Agreement which reads:

“Fifteen (15) Junior Apprentice positions will be established, and, insofar as practicable, the ratio shall be maintained on each division as follows:

Macon Division .....	6 Junior Apprentices
Columbus Division .....	5 Junior Apprentices
Savannah Division .....	4 Junior Apprentices

The working hours of Junior Apprentices shall be the same as monthly rated employes in the Track Sub-Department, and the hourly rate of pay shall be five cents (5c) per hour less than the rate applicable to the regular Apprentice Track Foremen.

It is also understood that when a Junior Apprentice is assigned to a section gang it will not affect the number of laborers allowed that particular gang.”

From the claim submitted on the property we excerpt Petitioner’s position:

“Your Carrier’s action in abolishing the Junior Apprentice Foremen assigned to the District Section Gangs and re-establishing these positions on the Extra Gangs constituted a violation of the agreement, as the agreement does not permit the assigning of Junior Apprentice Foremen to forces other than Section Gangs. Further, when these positions were advertised in violation of the agreement

on the Extra Gangs and these same gangs were reduced by one laborer each, the agreement was again violated as the afore-referred to rule specifically provides that Junior Apprentices 'will not affect the number of laborers allowed that particular gang.' Therefore, as your Carrier has assigned Junior Apprentice Foremen to Extra Gangs in lieu of Section Gangs and affected the number of laborers assigned to the gang, the agreement was violated as referred to in the Statement of Claim, and the Claimants should be paid in accordance therewith."

We find nothing in Rule 27(c) which restricts Carrier from establishing Junior Apprentice Foremen positions on other than District Section Gangs; nor, do we find any qualification of Carrier's prerogative to determine the number of laborers in an Extra Gang. Consequently, 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 Employes involved in this dispute are respectively Carrier and Employes 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 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 14th day of October 1966.