

**Award No. 4250
Docket No. 4232
2-AT&SF-EW-'63**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers)**

**ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Western Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the terms of the controlling Agreements, the Carrier erred when they retained electrician Apprentice Mr. W. A. Thornton in the Carrier's service and put off in force reduction, electrician Apprentice Mr. D. L. Muyskens.

2. That accordingly, the Carrier be ordered to compensate Mr. D. L. Muyskens at his regular apprentice rate of pay for all time lost from his apprenticeship, eight (8) hours each work day and each holiday from the date of September 22, 1959, and subsequent therefrom until corrected.

EMPLOYEES' STATEMENT OF FACTS: Electrician Apprentice D. L. Muyskens, hereinafter referred to as the claimant, is an hourly rated employe, employed in the mechanical department at Albuquerque, New Mexico, as an apprentice January 8, 1959, by The Atchison, Topeka and Santa Fe Railroad Company, hereinafter referred to as the carrier.

February 4, 1959, this carrier transferred to their Albuquerque Shops, Electrician Apprentice Mr. W. A. Thornton. September 22, 1959, this carrier had a force reduction in the electrical department, at Albuquerque. At which time they laid off in that force reduction, the claimant.

This dispute has been handled as provided by the provisions of the applicable rules of the controlling agreements, up to and including the highest officer of this carrier designated to handle such appeals. With the result, this

worked more hours had he received the assignment on the System Bridge and Building crew. To the contrary the record clearly shows the employe actually earned \$2.24 more on his own assignment than he would have earned on the System Bridge Gang crew.

"Therefore, the Board is of the opinion the claim is moot for the reason the Claimant actually earned more compensation over the period alleged than he would have earned had he been assigned the System Bridge Gang Foreman position. Since there being no meritorious claim existing, the claim as filed should be denied."

The carrier reasserts that the employes' claim is entirely without support under the governing Agreement rules or interpretations thereof and should be denied in its entirety.

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.

This claim grows out of the following facts. On January 20, 1959, one W. A. Thornton who had been indentured as an electrician apprentice at LaJunta, Colorado, on May 19, 1952, requested a transfer to Albuquerque Shops to complete his apprenticeship, which request was granted, effective February 24, 1959. Meanwhile Claimant, Muyskens, indentured as an electrician apprentice at Albuquerque Shops on January 8, 1959, and who had been working as such was cut off on September 21, 1959 in force reduction. Thornton continued to work and Claimant was not recalled until January 11, 1960, although in the interim he worked as a crane operator with higher earnings. The demand is that Muyskens be compensated additionally for time lost at his apprentice job and rate from September 22, 1959, to January 11, 1960.

The issue before us is whether an apprentice duly indentured at one point and subsequently transferred to another retains his original indenture date or whether he acquired a new one as of the date of such transfer, insofar as the same may affect his liability to be furloughed at the point to which he has been transferred. Strictly speaking, we are not concerned with seniority rights as such, since apprentices do not actually acquire seniority status until they have completed their apprenticeship. On the other hand, their relationship with respect to the other members of the group or class to which they belong and the order in which they may be cut-off or furloughed has the basic characteristics of seniority rights. This necessarily results from the fact that they are employes of the carrier and are embraced in the agreement with the organization.

The Employes have cited Rules 18, 28 and 35(g) in support of the claim but we do not find them applicable. The only rule bearing directly on the subject at hand is to be found in the fourth paragraph of the Letter of Understanding dated October 21, 1949, which provides:

"Apprentices indentured after August 1, 1945, when transferred from one point to another, shall have the same status as **though they had completed their apprenticeship** at the original point indentured and will be entitled to seniority as of the date they complete their apprenticeship, all as provided by paragraph (h) of Rule 35." (Emphasis supplied).

The quoted language is not as clear and precise as it might be, and it therefore becomes our duty to construe it, if we can, so as to give meaning to all its parts, and ignore none unnecessarily. If the clause emphasized did not appear in the quote there would be little room for doubt, if any, as to the meaning of the quoted provision. And, in that connection, we think it must be kept in mind that the quoted provision is dealing with two separate subjects, namely, the status of apprentices while they are apprentices and also their seniority status as mechanics after they have completed their apprenticeship. Any other conclusion would lead to the anomolous situation pointed out in Award No. 3605, Docket No. 3468 of this Division and would give the word "status", as employed in Letter of Understanding, a double and inconsistent meaning. We therefore agree with conclusion reached in Award No. 3605 and find the claim to be without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 24th day of June, 1963.