

Award No. 1947

Docket No. 1795

2-GN-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (ELECTRICAL WORKERS)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement Electrical Apprentices at King Street Station are entitled to be transferred to other points in order to be given complete experience in the trade.
2. That accordingly the Carrier be ordered to transfer Electrical Apprentices at King Street Station to other points in the system to get complete training.

EMPLOYES' STATEMENT OF FACTS: The carrier employes at the King Street Station, electrical apprentices. The electrical apprentices at King Street Station cannot get complete training at that point which prompted the organization to request that the carrier transfer apprentices to other points on the system for complete training. The carrier's Mr. J. Robinson under date of January 20, 1954 advised Local Chairman W. L. Shafer that he had been informed that a representative of the chief mechanical officer, Great Northern Railway, would be at Seattle the first week of March to arrange for the transfer of the first apprentice, a copy of which is submitted herewith and identified as Exhibit A. The advice given in the letter of January 20, 1954 did not materialize and subsequent thereto the carrier officials designated to handle such affairs refused to transfer electrical apprentices to other points for complete training.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted that under the cover page of the agreement reading:

or King Street Passenger Station employes is concerned to King Street Passenger Station employes only for determining the ratio at that point and King Street apprentices are not included in determining the Cascade Division ratio.

The fact the King Street employes have elected to be represented by the officers of System Federation No. 101 and that they are covered as to their rates of pay and working conditions does not make them Great Northern employes any more than it confers rights on Great Northern employes to be considered as King Street employes. There is no reason why if they so desired the employes at King Street, still represented by the officers of System Federation No. 101 could not have a separate agreement. The only reason they do not is a matter of economy on their part due to their small number.

The carrier believes that past practice existing for over thirty years is clearly evidential of the fact that the intent of the agreement is and always has been to confine Great Northern apprentices to the Great Northern and King Street apprentices to King Street since, while apprentice training rules have appeared in the numerous agreements negotiated during those years, never has an apprentice been transferred for training from King Street to the Great Northern or vice versa.

There is, of course, no reason why negotiations leading to the establishment of such a practice could not be entered into and, if agreement reached, such transfers could be made, but the carrier holds that until or unless such an agreement is reached, it is under no obligation to make such transfers.

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.

The parties to said dispute were given due notice of hearing thereon.

It is claimed that under the current agreement between the Great Northern Railway Company and the Organization, the electrical apprentices at King Street Station are entitled to be transferred to other points in the system in order to be given complete experience in the trade. Complaint is made that the carrier is not so transferring apprentices at this point. That such is their contract right under Rule 30(b) seems indisputable. There is nothing in Rule 30(b) that signifies anything but general application to all employes covered by the agreement and the agreement expressly includes employes of King Street Station. Alleged past practice to the effect that such transfers were never made cannot stand in the way of a clear, unambiguous article of agreement such as we have present in this case.

Carrier points out that King Street Station at Seattle, Washington, is a joint terminal facility owned equally by the Great Northern Railway Company and the Northern Pacific Railway Company. Insufficient facts are present to determine beyond question the true status of the relationship. However, it is admitted that the Station is not a corporate entity. It is stated that it operates as a separate property, issuing its own pay checks and handling its own accounting. The Superintendent in charge reports directly to the General Managers of the respective owners, each General Manager being in charge for six months of the year.

It would not be unreasonable from the facts appearing to presume that the Great Northern Railway Company occupies the status of a partner in operating the King Street Station, or, is one of two parties engaged in a

joint venture. The Superintendent of the Station and his force would seem to be simply agents of the two carrier principals.

Whether we look upon the relationship as one of partnership or a joint venture is immaterial. Here a principal under either relationship has contracted to do a certain thing which is binding upon its agent. It must have had some method in mind to pursue in carrying out its obligation when it entered into such an agreement. In so contracting, the carrier assumed the obligation to effectuate the apprentice rotation plan.

The Electrical Apprentices at King Street Station are entitled to the benefits of Rule 30(b) and the carrier is directed to take all necessary steps to implement the program.

AWARD

Claim sustained in accordance with Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1955.