

Award No. 3605
Docket No. 3468
2-GC&SF-MA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Wilmer Watrous when award was rendered.

PARTIES TO DISPUTE:

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

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current controlling Shop Craft's Agreement, the Employees of the Machinist Craft at Cleburne, Texas claim that the provisions of that Agreement were improperly applied by the Carrier account its transferring Machinist Apprentice J. L. Titman from Chicago, Illinois to Cleburne, Texas with seniority date of January 27, 1955 on the seniority roster of machinist apprentices at Cleburne.

2. That accordingly the carrier be ordered to change the seniority date of Machinist Apprentice J. L. Titman on its seniority roster of machinist apprentices at Cleburne from January 27, 1955 to October 18, 1957, the latter coinciding with the date he first performed service in that employment capacity at Cleburne.

EMPLOYEES' STATEMENT OF FACTS: Machinist Apprentice J. L. Titman was first employed and indentured as machinist apprentice at the carrier's 18th Street Diesel Shop, Chicago, Illinois, on January 27, 1955. Ostensibly due to climatic conditions affecting his sinus, he requested of the carrier, and was granted, the privilege of transferring permanently to fill a vacancy as machinist apprentice at Cleburne, Texas. He first performed service thereat on October 18, 1957.

Following the posting of the 1958 seniority roster of machinist apprentices at Cleburne, the local representative of the machinist craft did on January 28, 1958 protest to the carrier's master mechanic on the inclusion of Mr. Titman's name on the seniority roster with a date of January 27, 1955; such protestation being handled as provided for in Paragraph (e) of Memorandum of Agreement No. 1.

between the carrier and System Federation No. 97 and not on the unilateral position advanced by only one of the several crafts comprising System Federation No. 97.

The carrier also desires to call attention to the fact that a sustaining award in the instant dispute would have the effect of validating a subsequent claim in behalf of Machinist Apprentice B. G. Allen at Cleburn for payment of twenty (20) days, which has also been progressed to the Second Division in notice submitted to Executive Secretary H. J. Sassaman on April 7, 1959, by President Michael Fox of the Railway Employees' Department who stated the claim as follows:

"1. That under the provisions of the Shop Crafts' Agreement, Machinist Apprentice B. G. Allen, Cleburne, Texas, was improperly furloughed from Carrier service on January 31, 1958, while at the same time a Machinist Apprentice junior in seniority to Mr. Allen, at Cleburne, was retained in service.

2. That accordingly the Carrier be ordered to pay Machinist Apprentice B. G. Allen twenty (20) days, of eight (8) hours each, additional compensation at pro rata rate,"

As indicated by the carrier in the last sentence of the last paragraph on page 3 hereof, Mr. G. B. Allen with an indenture date of June 11, 1957, was the senior machinist apprentice affected by the force reduction at Cleburne, effective with close of shift on Friday, January 31, 1958.

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In conclusion, the carrier asserts that in light of all of the facts and circumstances outlined herein it is clear that the request, or claim, of the employes in the instant dispute is entirely without merit or support under any agreement rule and should be either dismissed or denied for the reasons previously expressed herein.

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.

The Claimant, J. L. Titman, was indentured as a machinist apprentice at Chicago, Illinois on January 27, 1955. He was permanently transferred to Cleburne, Texas, effective October 18, 1957.

On January 31, 1958 fifteen machinist apprentices were furloughed at Cleburne, the senior man being B. G. Allen with indenture date of June 11, 1957. The organization contended that Titman should have been listed at Cleburne on the apprentice's roster with seniority as of October 18, 1957, in accordance with rule 28 (d) governing seniority.

The October 21, 1949 Letter of Understanding in the fourth paragraph reads as follows with reference to transferred apprentices: "* * * will have the same status as though they had completed their apprenticeship at the original point indentured * * *". The organization argued that this provision referred merely to taking up the training program at the same place or level.

The Board feels that it is impossible to give such a restricted meaning to the phrase "the same status".

If the organization's contention were to prevail the instant claimant would acquire "home point status" of two kinds; he would be senior to the majority of apprentices in type and level of training and in the immediacy of his acquiring mechanics seniority; and he would be junior to the majority of the apprentices in all those rights that appertain to rank or standing within the group of apprentices. As a consequence the claimant would not be in "the same status" as he had been at the point where he was indentured.

While having no formal seniority as such, the apprentices were listed on a roster by indenture date and this date was used as if it were a seniority date. The Board noted that throughout the agreement and in the Letter of Understanding the word "seniority" was reserved for reference to the placement of these student employes on the mechanic's roster at such time as they attained their certificate and entered the carrier's service as a skilled mechanic.

Thus since the roster of the apprentices was based upon indenture date and J. L. Titman was a permanently transferred apprentice, retaining the same status as he possessed at the point indentured, he was properly placed on the roster of the apprentices. Rule 28 (d) does not control.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman,
Executive Secretary

Dated at Chicago, Illinois, this 5th day of December 1960.

DISSENT OF LABOR MEMBERS TO AWARDS NOS. 3605 and 3606.

Rule 28 of the current agreement covers the seniority of machinist apprentices as such, the same as other employes in under the agreement and Rule 18 provides for transferring such employes from one point to another subject to said agreement.

The Letter of Understanding of October 21, 1949 in the fourth paragraph makes reference to transferred apprentices as such, and

- (1) That an apprentice transferring would not be required to start over serving his apprenticeship.

- (2) That an apprentice transferring would be entitled to seniority as a mechanic as of the date he completed his apprenticeship.

Thus Rules 18 and 28 of the current agreement are controlling and Awards Nos. 3605 and 3606 are in error.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink