

Award No. 3606
Docket No. 3470
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 EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Machinists)

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the provisions of the Shops 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.

EMPLOYEES' STATEMENT OF FACTS: Machinist Apprentice B. G. Allen, hereinafter referred to as the claimant, was employed by the carrier in its Cleburne, Texas Diesel Shop on June 10, 1957, and continues to retain this seniority date as machinist apprentice at that location.

As a result of normal adjustment of forces by the carrier, claimant was furloughed from service at the termination of his usual tour of duty on January 31, 1958.

Claim involving the improper furlough of claimant was initiated on March 17, 1958, account the fact that Machinist Apprentice J. L. Titman who was transferred to Cleburne from the carrier's Corwith Diesel Shop, Chicago, Illinois on October 18, 1957, was retained in carrier service even though he was a younger employe in point of service at Cleburne than is the claimant. Machinist Apprentice Titman was subsequently furloughed from carrier service on February 28, 1958.

There is on docket before the Honorable Members of this Division claim involving a dispute that the carrier improperly transferred Machinist Ap-

apprentice on May 12, 1958, and Mr. J. L. Titman resigned from the service of the carrier on November 5, 1958, prior to the completion of his apprenticeship. It is thus evident that the employes in progressing the two disputes to the Second Division are endeavoring to have your Honorable Board render a decision which would have the effect of nullifying the understanding reached by the carrier in good faith with System Federation No. 97 so as to validate the claim in behalf of Claimant Allen. The carrier asserts that any change in the clear and unambiguous provisions of the understanding referred to should be accomplished through negotiation 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 Part 2 of the employes' claim, as quoted on page 1 hereof, is for payment to Machinist Apprentice B. G. Allen for "twenty (20) days, of eight (8) hours each" at pro rata rate, which constitutes a claim for payment of eight hours for each work day during the month of February 1958. As indicated in the initial claim submitted to the carrier's master mechanic by Local Chairman G. L. King on March 17, 1958, quoted in full on pages 4 and 5 hereof, another reduction in force was made at Cleburne effective with close of shift on February 28, 1958, which would have caused Claimant Allen to be furloughed as of that date, even if he had not previously been furloughed on January 31, 1958. The fact remains, however, that Machinist Apprentice J. L. Titman with an indenture date of January 27, 1955, was not furloughed at any time and remained continuously in service as a machinist apprentice at Cleburne until he resigned from service on November 5, 1958. No claim was submitted by the International Association of Machinists in behalf of the senior machinist apprentice furloughed in force reduction at close of shift on February 28, 1958.

CONCLUSION

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.

The Board holds that J. L. Titman was properly placed on the roster of apprentices (See Award No. 3605 for discussion); thus machinist apprentice B. G. Allen was properly furloughed on January 31, 1958.

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 employees in under the agreement and Rule 18 provides for transferring such employees 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