



Award No. 5838

Docket No. 5708

2-N&W-CM- '70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John H. Dorsey when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 16, RAILWAY EMPLOYEES'
DEPARTMENT, AFL — CIO
(Carmen)**

NORFOLK AND WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF PETITIONER:

1. That the Carrier violated the current agreement as amended, when they withheld the welders rate of pay from employees assigned to welding positions during the construction of 1000 covered hopper cars at the Roanoke East End Shops, Roanoke, Virginia.
2. That accordingly, the Carrier be required to additionally compensate the named employees the difference between their apprentice hourly rate of pay and the hourly rate of pay established for welders, at said point for eight (8) hours each day, they were assigned to welding positions during construction of 1000 hopper cars.

Name	Date assigned welders position
R. M. Brooks	9-26-1966
L. E. Clark	9-30-1966
A. B. McGuire	9-30-1966
P. D. Brown	10- 6-1966
C. L. McClure	10- 6-1966
D. L. Fisher	10- 6-1966
L. W. Boone	10- 7-1966
M. L. Crowder Jr.	10-10-1966
G. A. Hall	10-12-1866
James L. Jordan	10-12-1966
F. B. McRoy Jr.	10-14-1966
W. L. Dillard	10-14-1966
J. W. Medley	10-25-1966
J. E. Wingfield	10-25-1966
D. W. Haldren	10- 6-1966
C. W. Boccock	11-21-1966
W. C. Cunningham Jr.	11-17-1966
D. R. Nichols	11-25-1966
D. E. Spradlin	11-28-1966
J. C. Furrow	12- 8-1966
F. W. Smith	11-25-1966

C. W. Flowers	11-25-1966
R. L. Gibson	11-28-1966
N. H. Poff	11-25-1966

EMPLOYEES' STATEMENT OF FACTS: The aforesaid 24 named apprentice car repairers hereinafter referred to as claimants, are employed by the Norfolk and Western Railway Company, hereinafter referred to as the carrier, at carrier's East End Shops located at Roanoke, Virginia. Where facilities for manufacturing, rebuilding and servicing of cars are maintained.

In said shop are employees of the class and craft of carmen to perform the work specified as carmen's work in rule no. 103, and separate seniority rosters maintained and employees carried on these separate sub-division rosters accumulate seniority in their specific sub-division and are confined to the work contained in carmen's special rule 103 flowing to the particular seniority sub-division rosters captioned, patternmakers, coach repairers, upholsterers, planing mill machine hands, carpenters general, cabinetmakers, painters, and welders.

Prior to September 26, 1966, welding in the car department at said shop was always assigned to and performed by carmen holding seniority as such on said point's seniority roster and were paid a differential of six (6¢) per hour above the minimum rate paid to mechanics in the car department.

On or about September 21, 1966, the carrier issued an order to said shop to build 1000 covered hopper cars, the welding required in the manufacturing of said type and number of cars during the succeeding seven (7) or eight (8) months resulted in the welding forces being gradually increased to twenty-four (24) new positions. As evidenced by the fact that the above named claimants were assigned to welding positions on dates shown opposite their names and performed welding in each hour eight (8) hours a day five (5) days a week during the period required to complete said order of cars, less time lost, account of being absent for sufficient cause.

Numberous conferences between management and the local committee were held during the months of October and November 1966. Wherein the committee advised management that they were in violation of the current agreement, account, of withholding the established welders' rate of pay from apprentice carmen who were assigned to welding positions, in the manufacturing of said 1000 cars.

The local committee was advised in conference on November 14, 1966, that the welders' rate of pay would not be allowed to apprentice carmen assigned to welding positions during construction of said order of cars.

On November 22, 1966, Local Chairman B. L. Scruggs filed a continuous time claim to include all subsequent violations until satisfactorily settled, a precise charge was stated, and the names of the seventeen (17) claimants listed, further, subsequent claimants to be included in this claim, were named and date they were assigned to welding shown.

This dispute was handled with all carrier officials designated to handle such disputes up to and including the highest officer so designated, all of whom declined to make satisfactory adjustment.

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

been contested only once in the years in which it has been in existence and in this instance was not handled further after being appealed to the highest officer authorized to handle these matters on the property.

Carrier wishes to emphasize that the employees are asking in this claim that the standard rate of pay for apprentices be changed to that of a mechanic. As none of the named claimants had completed his period of indenture, he was still in the learning stage of his training, gaining additional experience, and there is no justification, either by rule or practice, for increasing his rate of pay in this instance. To allow this claim, would be to destroy a long and well established system wherein it is recognized that an indentured Apprentice must learn and become efficient in his trade before he can expect the standard compensation for working at that trade.

Facts in this case clearly reveal that apprentice carmen were performing work which was properly assignable to them under the rules of the agreement and claim for changing their rate is unfounded and without merit.

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 waived right of appearance at hearing thereon.

Carrier maintains a large shop in Roanoke, Virginia, commonly called the East End Shops. The Car Department in this shop is primarily a manufacturing shop producing freight cars on a production line basis. In September 1966 Carrier began building one thousand (1000) covered hopper cars at this location. At various dates beginning September 26, 1966 and continuing to November 25, 1966, Apprentice Carmen were assigned to do welding work in the production, 8 hours a day, 5 days a week. The program was completed in April 1967. The claim is that Carrier's failure and refusal to pay the Apprentices, while so engaged, at the welders' rate of pay — six cents an hour above the minimum rate paid to Mechanics — violated the Agreement.

Apprentices are indentured in a particular craft covered by the Shops Craft Agreement to pursue a course of training (4-years) in the work of the craft. They are paid prescribed rates of pay, peculiar to apprentices, graduated in relation to years in training (Rule No. 121). Upon successful completion of the course and their then retention in the employ of the Carrier they establish seniority as journeymen Carmen.

The journeymen in each craft are generally referred to as Mechanics in the General Rules of the Shop Craft Agreement. The General Rules pertaining exclusively to Mechanics do not vest any contractual rights in apprentices who are a class aside. While they have relative seniority standing in their respective apprentice group they enjoy no rights of seniority and rates of pay reserved to Mechanics.

So long as an apprentice does work of the craft in which he is indentured his rate of pay, regardless of the work performed, is fixed by Rule No. 121.

Special Carmen's Rule No. 103 — Classification of Work prescribes:

"Carmen's work shall consist of . . . oxyacetylene, thermit and electric welding, and all other work generally recognized as carmen's work."

The claim that the apprentices assigned to do welding work, in the production described above, were contractually entitled to Welders' pay is without Agreement support. It was work of Carmen's craft which was credited to the indenture period of each apprentice assigned to it.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January, 1970.