

The Second Division consisted of the regular members and in addition Referee Arthur T. Van Wart when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
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(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated on June 1, 1976, Rule 10 of the June 1, 1960 controlling agreement; Rule 37 (i) of the Memorandum Agreement effective April 1, 1973 when they did not allow the Electrician Apprentices at North Little Rock, Arkansas the overtime rate as provided for in Rule 10 of the current agreement.
2. That, accordingly, Carrier be ordered to compensate Electrician Apprentices R. L. Jordon, B. W. Wilson, D. L. Stone, R. R. Luneau and R. N. Roe four hours (4') at the straight time rate for Tuesday, June 1, 1976.

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 employees 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.

The Claimants in this docket are Electrical Apprentices in the Electrician's craft at Carrier's North Little Rock Diesel facility. The Apprentice Training Program for Electrician Apprentices covers 976 work days, or approximately 4 years. During their training period such Apprentices are afforded every opportunity to learn all phases of the electrical trade.

At North Little Rock Carrier overhauls diesel locomotives in its older building at Pike Avenue. There they are, in effect, rebuilt from the bottom up. In addition wreck damage is also repaired. Also, Electrician Apprentices are moved from one location, in the Pike Avenue facility, to another, such as the annual house, the wheel shop, the traction motor shop, and etc. In addition, there is also another diesel facility, which was constructed

adjacent to the new automatic hump yard, known as the "400 Yard Facility" where diesel locomotives are serviced, inspected and repairs are made which do not require sending such locomotives to the Pike Avenue facilities. The Apprentices are moved from location to location and the desired training aspect or phase is not always possible to be assigned to Apprentices on the first shift because a mechanic and the number of Apprentices are controlled, if not strongly influenced by an agreed upon ratio. Consequently, some Apprentices are scheduled, at times, during a particular phase of their training to work on the second shift.

The five Apprentices named in the Statement of Claim were moved from one phase of their training to another on June 1, 1976. Claim was filed under Rule 10 alleging that Claimants were changed from one shift to another and thus entitled to time and one-half for such change. Rule 10 reads as follows:

"Overtime changing shifts -

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. This will not apply when returning to their regular shift nor when shifts are changed at the request of employees involved or in the exercise of their seniority rights.

NOTE - In the application of the foregoing it is understood that relief assignments consisting of different shifts will be kept to a minimum, however, such assignments will be accepted from the requirements of this rule for penalty payments upon change of shift or shift changes included in the regular relief assignments."

Carrier denied the claim on the basis that the Apprentices were following their schedule of Apprentice Training and did not move from one assignment to another and accordingly were not entitled to time and one-half for change of shift.

The Employees contend that Claimants Jordan and Wilson were changed from the first shift (7:00 AM to 3:00 PM) to the second shift (3:00 PM to 11:00 PM), while Claimants Stone, Luneau and Roe were changed from the second shift to the first. It is argued that such change was in violation of Rule 37 (i) which reads:

"Apprentices shall not be assigned to work on night shifts or on Saturday, Sunday and holidays. Exceptions can be made in this rule with the written approval of the General Chairman involved."

They further allege that the learning of all phases of the electrical craft can be accomplished by maintaining Apprentices on the day shift rather than changing shifts.

Carrier alleges that the movement from one shift to another is part of the assignment of an Apprentice, that in moving from one location to another they are following their apprentice training schedule, and, further, that the trainee's are placed on a second shift in order to give them the widest possible experience on trouble shooting and maintenance work on diesel locomotives. Such training is but a continuation of their training schedule.

This appears to be the first protest of this nature. Rule 10 was not shown to have been applied to the movements of Apprentices from one shift to another. It is apparent that no protest had been made when complainant Apprentices were moved from the first shift to the second shift or from the second shift to the first shift. There is a specific schedule established therefor. It is clear that the Carrier had acted in good faith when it believed that it was acting in consonance with Rule 37 (i) because it had the implicit, if not expressed, approval of the General Chairman.

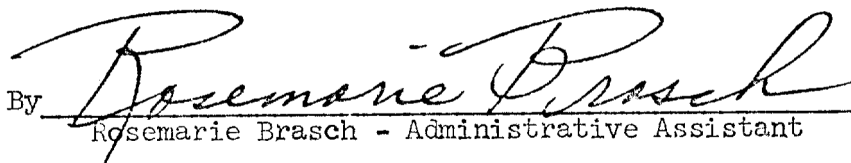
As to the proper application of Rule 37(i), the Employees are technically correct here. It is clear that if there is to be a change from other than the first shift such requires "the written" approval of the General Chairman. Carrier did not obtain that and it should. However, the mere fact that there were reverse changes here from the second shift to the first shift indicates that no protest was made when such apprentices went from the first shift to the second. We believe that, in such circumstances the Employees had been acquiescing in changing them because they had expressed no disapproval and thus led Carrier to believe it had implied approval. Carrier is now placed on notice that when they are to move Apprentices from the first shift that it must have the required written approval. This Claim will be disposed of on that basis.

A W A R D

Claim disposed as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of June, 1979.