

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

- 1) That the Burlington Northern Inc., violated the terms of the controlling agreement, specifically Rule 26 and the Memorandum of Agreement dated November 15, 1974C, when they failed to remove the names of Electrician Apprentices from the Pacific District Coach Cleaner seniority roster.
- 2) That accordingly, the Burlington Northern, Inc. be ordered to remove the names of Electrician Apprentices J. Pappe, D. Sloane, H. Gioulis and D. Anderson from the Pacific District Coach Cleaners seniority roster.

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 employes 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 International Brotherhood of Electrical Workers, a third party at interest, filed a response to the position of the Organization in this matter.

Four Coach Cleaners, holding Carmen seniority, entered Electrician Apprentice positions. In so doing, the Carrier continued to hold the employes on the Coach Cleaner seniority roster while they were in such apprentice status. The Organization argues that their names should be removed from the seniority roster.

Both the Carmen and the Electricians were parties, with the Carrier, to an over-all common Agreement. As of November 15, 1974, the Organization and the Carmen signed an agreement establishing a "modern training program", or apprentice program. A similar agreement was signed by the Electricians and the Carrier. At issue here is the meaning of the amendment to Rule 38 encompassed in the November 15, 1974 Agreement which reads in pertinent part as follows:

"(h) Apprentice Seniority - Apprentices who hold seniority in other classes under agreements with any of the parties hereto, will retain and accumulate that seniority during their training period, but all such seniority shall automatically terminate upon acquisition of a mechanic's seniority date...."

Identical language is included in the Agreement signed by the Electricians and the Carrier.

Sharply in dispute is the meaning of "agreements with any of the parties hereto".

Award No. 9150 addresses the identical issue, with the same Carrier, although it involves the Sheet Metal Workers (also a signatory to the underlying common agreement) rather than the Electricians. In denying the Carmen's claim to terminate Carman seniority of a Sheet Metal Apprentice, that Award concluded:

"When confronted with clear and precise language, we must give effect to the literal and common meaning of the words in the rule. In this case, the first sentence of Rule 38(h) protects the accumulated seniority of an apprentice who has seniority under any other agreement to which either the Carrier or the Organization are parties. Inasmuch as the 1974 Memorandum of Agreement amended Rule 38 of the controlling shopcrafts' agreement, the language of Rule 38(h) was designed to protect the seniority of an employe, like Mr. Andrina until he attained a mechanic's seniority date in another craft. Rule 26 does not address the situation presented in this case; that is, the status of a worker who transfers to the apprenticeship program of another craft. Thus, since Mr. Andrina held the position of sheet metal worker apprentice on February 26, 1980, his name could not be removed from the Pacific District Coach Cleaners' seniority roster."

The Board has reviewed this award and finds no special circumstances or other basis to reach a different conclusion.

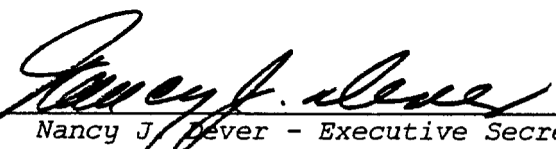
Award Nos. 6947, 7018 and 7760 cited by the Organization concern retention of rates of pay rather than seniority, and thus they are not directly in point here.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 26th day of September 1984.