

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)
MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES.—That seniority of G. W. Detert as painter should be as of April 27, 1934.

POSITION OF EMPLOYEES.—G. W. Detert completed his apprenticeship as painter at North Little Rock shops on May 10, 1929. Account of no vacancy existing, he did not see service with the company again until he was reemployed as a painter mechanic April 27, 1934.

We contend that G. W. Detert's seniority as a painter should be as of April 27, 1934, that being the date he was reemployed as a mechanic. The contention of the management that "If an apprentice completes his time, and is given a letter stating that his services were satisfactory, he automatically establishes seniority in the craft in which he served as an apprentice as of the date of completion of his apprenticeship" is contrary to our understanding and interpretation of paragraph (e), Rule 37. We contend that Rules 25, paragraph (f), and 37, paragraph (e), of the agreement dated April 1, 1929, sustain this contention.

G. W. Detert's name did not appear on any seniority roster as a mechanic, after the completion of his apprenticeship May 10, 1929, until January 1, 1935, which was several years later. Seniority rosters were posted every six months as per Rule 25, paragraph (c), and approved by shop superintendent and local chairman.

We further take the position that the decision of the Missouri Pacific Railroad officials, as maintained herein in favor of G. W. Detert, is discriminatory and lacking consistency insofar as their interpretation of Rule 37, paragraph (e), is applicable to the Detert case, as we find a large number of apprentice boys who completed their apprenticeship under similar circumstances as that of Detert, and when they returned to work their seniority dated not as of the date they completed their apprenticeship but as of the date they returned to work as mechanics.

POSITION OF CARRIER.—At the time Mr. Detert completed his apprenticeship there was a practice in effect at the North Little Rock shops of notifying such apprentices as it was desired to retain in the service as mechanics in the form of a letter. Such letter was given Detert reading as follows:

"NORTH LITTLE ROCK, ARK., May 15, 1929.

"MR. G. W. DETERT,

"1619 West 16th St., North Little Rock, Ark.

"DEAR SIR: Our records indicate you completed your time as Painter Apprentice on 10th day of May 1929. A review of your personal record on both shop work and your studies indicates you are qualified to fill position as mechanic and we are carrying you on our seniority list as available to fill position in your craft when vacancy occurs.

"Yours truly,

"(Signed) W. H. McAMIS,
"Supt. of Shops."

"cc to J. P. Williamson.

Detert was not called back to service as a mechanic until April 27, 1934; however, he is listed on the seniority roster as mechanic with seniority dating from May 10, 1929. We have no record of any question arising as to the seniority dates of apprentices as mechanics that were retained in service after completing their apprenticeship until this case arose, and our investigation at the various shop points develops no uniform practice in effect, some divisions crediting apprentices with seniority as mechanics when retained in the service as such from the date they completed their apprenticeship, while other shop

points established their seniority date as a mechanic from the time their pay started as a mechanic.

If it were not the intent of Rule 37 (e) to establish an apprentice's seniority date as a mechanic from the time of completion of his apprenticeship when he is retained in the service, such as was Mr. Detert, as evidenced by the letter quoted above, there would be no opportunity, particularly since 1930 when mechanical forces at all shop points have been materially reduced, to place apprentices in service under Rule 23.

FINDINGS.—The Second Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds:

The carrier and 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 were given due notice of hearing thereon, and oral hearing was held on June 26, 1935.

There existed between the parties an agreement dated April 1, 1929 (from which the above-mentioned rules are cited), reading as follows:

“RULE 23

“Transferring men who have been laid off

“When reducing forces, if men are needed at any other point, they will be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.”

“RULE 25

“(f) The seniority of employes will date from the time pay starts when employed or reemployed.

Seniority between two or more men who are employed and commenced work at the same time will be determined by the order in which their applications were received.”

“RULE 37

“(e) If an apprentice is retained in the service upon completing the apprenticeship, his seniority rights as a mechanic will date from the time of completion of apprenticeship.”

There was no fixed uniform practice followed for establishing the seniority date as mechanics of apprentices completing their apprenticeships in the shops of this carrier. Not only was the practice not uniform among the several shop points, but at some particular shop points a uniform practice was not followed. The employes cite instances of apprentices completing their apprenticeships whose seniority as mechanics dates from their first employment as mechanics. The carrier cites instances of apprentices whose seniority dates as mechanics began as of the date of the completion of their apprenticeships, though they were not employed as mechanics until a subsequent time.

A practice has grown up, for which the parties to the agreement are jointly responsible, that has resulted in confusion of the seniority dates of mechanics who have completed their apprenticeships upon the property of this carrier.

G. W. Detert's name did not appear as a mechanic on painter seniority roster at any time between May 10, 1929, and January 1, 1935.

It is not consistent with paragraph (e) of Rule 37 to give an apprentice his seniority date as a mechanic upon the completion of his apprenticeship unless he is actually employed and placed upon the pay roll as a mechanic on that date.

AWARD

Seniority roster at North Little Rock, Ark., shop shall be revised to establish seniority date of G. W. Detert as of April 27, 1934.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 29th day of July, 1935.