Award No. 1584
Docket No. 1543
2-AT&SF-CM-'52

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. (Carmen)

THE ATCHISON, TOPEKA & SANTA FE RAILWAY SYSTEM

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the Carrier improperly assigned Carmen Apprentices B. Hulsopple and R. Etzel to work Saturday, December 30, 1950, and B. Hulsopple and O. Buck on Saturday, January 6, 1951.

2. That accordingly the Carrier be ordered to:

a) Make Carmen Hansford and Nash whole by additionally compensating each in the amount of eight (8) hours at the applicable overtime rate of pay for Saturday, December 30, 1950.

b) Make Carmen Root and Kramer whole by additionally compensating each in the amount of eight (8) hours at the applicable overtime rate of pay for Saturday, January 6, 1951.

EMPLOYES' STATEMENT OF FACTS: Carmen Coach Carpenters Clarence Hansford, Loren Nash, Marion F. Root and K. S. Kramer, hereinafter referred to as the claimants, are regularly employed, bulletined and assigned as such, with working hours 8:00 A. M. to 12:00 Noon and 1:00 P. M. to 5:00 P. M., work week Monday through Friday, in the carrier's back shop at Topeka, Kansas.

On Saturday, December 30, 1950, Carmen Hansford and Nash who were first out for overtime, were not used. Instead, two carman apprentices were assigned to work on Saturday, December 30, 1950, an overtime day.

Likewise, on January 6, 1951, Carman Root and Carman Kramer who were first out for overtime were not used. Instead, two carmen apprentices were assigned to work on Saturday, January 6, 1951, an overtime day.

The agreement dated August 1, 1945, as subsequently amended September 1, 1949, and December 16, 1950, is controlling.

POSITION OF EMPLOYES: It is submitted that the carrier denied the claimants their contractual rights to share in the overtime on December 30,

working of apprentices, irrespective of the amount of time served on their apprenticeship, the same hours as the force in the department or sub-department in which employed, thus amending Rule 35 (i) of the general agreement. Paragraph (f) of Memorandum of Agreement No. 4, which is controlling, is quoted below:

> "(f) The provision of Rule 35-i of the General Agreement is intended to prohibit apprentices who are not in the last year of their apprenticeship from working over-time.
>
> This Memorandum of Agreement temporarily amends Rule 35-i by permitting the working of apprentices irrespective of the amount of time served on their apprenticeship the same bulletined hours as the regular forces of mechanics in the department or sub-department in which they are employed."

Accordingly, when working the full complement of carmen in the passenger car mill on Saturday, December 30, 1950, and again on January 6, 1951, two of the three apprentices were worked with the regular force, one of the three apprentices being absent of his own accord on each December 30, 1950 and January 6, 1951. The three apprentices in question had been assigned to the planing mill to gain experience on July 11, September 1 and December 1, 1950, and their transfer therein clearly was not with the thought of working them overtime in preference to other mechanics on the same seniority roster.

POSITION OF CARRIER: It is the contention of the carrier that paragraph (f) of Memorandum of Agreement No. 4, effective December 16, 1950, specifically provides for apprentices working the same hours as the other employes of the same sub-department. The passenger car mill is merely a sub-department of the passenger car department to the same extent as is the cabinet shop, pattern shop and other sub-departments of the general passenger car department.

Therefore, since the claim of the employes lacks support of Memorandum of Agreement No. 4, and is entirely without equity, the carrier petitions your Honorable Board to deny the claim.

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.

The parties to said dispute were given due notice of hearing thereon.

Both parties to this dispute are in accord that the agreement effective August 1, 1945, subsequently amended by Memorandum of Agreement No. 4 dated December 16, 1950, is controlling in this dispute.

Memorandum of Agreement No. 4 temporarily amends Rule 35 (I) to permit apprentices irrespective of the amount of time served on their apprenticeship to work the same hours as the regular forces of mechanics in the department or subdepartment in which they are employed.

Under the circumstances set forth in this case, we find no violation of the Memorandum of Agreement aforementioned.

AWARD

Claim denied per Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November, 1952.