

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

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

Dispute: Claim of Employee:

- (1) That the Missouri Pacific Railroad Company violated Memorandum of Agreement of January 31, 1973, October 5, 1976, and continuous from said date, when they transferred Painter Helper Curtis Blanks from his job as Painter Helper to Carman Apprentice and failed to pay him in line with Memorandum Agreement of January 31, 1973.
- (2) That the Missouri Pacific Railroad Company be ordered to compensate Car Apprentice Curtis Blanks the difference in rate of pay between Painter Helper and Carman Apprentice from October 5, 1976 and continuous from said date until the violation is corrected.

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.

Claimant is a former Carman Painter whose status was subject to the Memorandum of Agreement of November 15, 1973, whereby the classes of the Carman's craft were dovetailed into a common seniority roster. Subsequent to that date Claimant was listed as a Carman Helper.

On the date of October 5, 1976, Claimant accepted a position as Carman Apprentice under the provisions of Section 8 of the Memorandum of Agreement dated March 19, 1973 to become effective April 1, 1973.

This dispute involves Claimant's contention that, although currently employed as a Carman Apprentice, he should retain the higher rate of pay of the position he held at the time he entered the apprentice-training program. Claimant relies on the Letter of Understanding dated January 31, 1973 as authority.

Carrier, on the other hand, alleges Claimant was still a Carman Painter Helper and by accepting a position as Carman (other Carman) Apprentice, he changed his class and craft. Carrier cites Second Division Awards 6947, 7018 and 7019 involving Carrier and other crafts party to the Agreement to support its position.

We do not agree with Carrier's position in this dispute. It is clearly distinguishable from the disputes in the above cited Awards. In those disputes, the Claimants clearly transferred from one craft to another craft where they would have had no opportunity to become helper apprentices had that class of apprentice been retained in the agreement. The Claimant in this dispute accepted a position as apprentice in his own craft. He was on a common seniority roster for Carman Helpers at the time he took the apprentice position. We will, therefore, sustain the claim.

A W A R D

Claim sustained.

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 29th day of November, 1978.