

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

(International Association of Machinists and Aerospace
Workers)

Parties to Dispute: (

(Union Pacific Railroad Company

Dispute: Claim of Employee:

1. That the Carrier violated Rules 27, 42, Ruling No. 19 and Appendix 28, Section 13 of the current controlling Agreement when it furloughed Machinist Apprentices (Regular and Helper) J. O. Dickson, T. J. Doletti, J. B. Sunstrum, E. G. Snitkoff, R. L. Smolik, C. J. Caruso, D. J. Tueller, K. C. Johnson, R. E. Twigg, J. D. Fleming, J. A. Cordova, J. D. Fellows and R. J. Dupaix (hereinafter referred to as Claimants) at Salt Lake City on April 18, 1984.

2. That, accordingly, the Carrier be ordered to immediately recall Claimants to active duty and compensate each for all wages from date of furlough to date of recall to service.

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.

Claimants are employed as Machinist Apprentices (Regular and Helper) by the Carrier at its Salt Lake City, Utah, facility. On April 18, 1984, Carrier notified Claimants that they would be furloughed as of the close of their shift on April 25, 1984. The Organization then filed a Claim on Claimants' behalf, charging that Carrier's action violated Rules 27, 42, Ruling No. 19, and Appendix 28, Section 13 of the current Agreement.

The Organization contends that the last sentence of Rule 27, providing that "[i]n the reduction of force, the ratio of apprentices shall be maintained," requires that the ratio of Apprentices to Mechanics before a force reduction will be maintained after the force reduction; this Rule is designed to protect apprentices from mass furloughs. The Organization argues that Carrier violated Rule 27 by furloughing all apprentices. The Organization contends that apprentices are not to be discriminated against during force reductions; by requiring Carrier to maintain the apprentice-to-mechanic ratio during force reductions, Rule 27 assures apprentices of the right of equal employment.

The Organization further argues that there is no merit to Carrier's contention that Rule 27 means only that the ratio cannot exceed one Apprentice for every five Mechanics, as set forth in Appendix 28, Section 13 of the Agreement. The Organization argues that Appendix 28, Section 13 sets a maximum ratio; a reference to this in Rule 27 is unnecessary, so Rule 27 is not a just a duplication of Appendix 28, Section 13. Moreover, the Organization contends that it never has requested that Apprentice positions be reduced before journeyman Mechanic positions. The Organization therefore asserts that the Claim should be sustained.

The Carrier initially contends that there is no basis for either Rule 19 or Ruling 19 to be cited in the Organization's charge. The Carrier next points to the ratio limiting language in Rules 42 and Appendix 28, Section 13. The Carrier asserts that these Rules establish maximum apprentice-to-mechanic ratios, but do not specify a minimum number of apprentices that Carrier must maintain. Carrier argues that these Rules are meant to keep Carrier from employing too many apprentices; these Rules never were meant to require Carrier to maintain a minimum number of apprentices in its employment. The Carrier asserts that in a previous case involving these parties, this Board held that Rule 27 refers only to a maximum ratio as expressed in Rule 42, not to a ratio that exists immediately prior to a layoff.

Carrier further asserts that in the past it has abolished Apprentice positions throughout the system without maintaining a ratio. Carrier argues that the ratio at Salt Lake City has varied over the years; no fixed ratio has been maintained there. Carrier argues that a minimum ratio never has been established, nor any ratio that would require Carrier to maintain a specified number of apprentices relative to mechanics. Carrier contends that the Organization failed to meet its burden of proving that an Agreement Rule was violated. Carrier therefore argues that the Claim is without merit and should be denied.

This Board has thoroughly reviewed the record in this case, and we find that there is no evidence to support the Organization's Claim and, therefore, it must be denied.


As this Board has held as long ago as 1954 in Second Division Award No. 1854 ". . . Rule 27 places no floor on the minimum ratio of apprentices to machinists that may be retained pursuant to layoffs." That Rule has not changed, even though the ratio has changed since 1954 from 1 to 7 to 1 to 5. However, the ratio means merely that the Carrier may not exceed it through the device of laying off a disproportionate number of Machinists. The intent is to restrict the Carrier from hiring too many Apprentices and using them to replace Machinists. It does not require that the Carrier retain a minimum number of Apprentices.

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 6th day of May 1987.