

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)
ILLINOIS CENTRAL SYSTEM

DISPUTE: CLAIM OF EMPLOYEES.—Request that the practice of employing college students and other boys at the Paducah, Kentucky, shops as apprentices during the time of the year they are not in school be discontinued.

JOINT STATEMENT OF FACTS.—Below is shown record of the five machinist apprentices employed at the carrier's Paducah, Kentucky, shops which brought about the employes' request:

Henry R. Anderson.—Employed as machinist apprentice June 13, 1933; granted leave of absence September 9, 1933, returned to service June 6, 1934; granted leave of absence September 8, 1934; returned to service May 31, 1935; granted leave of absence September 18, 1935, and on the date (February 6, 1936) this joint statement is made, he is still on leave of absence. Last worked September 17, 1935. He has worked a total of 235 days as machinist apprentice. The leaves of absence were granted for the purpose of attending school.

Louis Anderson.—Employed as machinist apprentice June 13, 1934; granted leave of absence September 8, 1934; returned to service June 4, 1935; granted leave of absence September 18, 1935, and on the date (February 6, 1936) this joint statement is made, he is still on leave of absence. Last worked September 17, 1935. He has worked a total of 131 days as apprentice. The leaves of absence were granted for the purpose of attending school.

Joe H. Kuhns.—Employed as machinist apprentice May 28, 1934; granted leave of absence August 18, 1934; returned to service June 3, 1935; granted leave of absence September 7, 1935, and on the date (February 6, 1936) this joint statement is made, he is still on leave of absence. Last worked September 6, 1935. He has worked a total of 131 days as machinist apprentice. The leaves of absence were granted for the purpose of attending school.

Robert L. Kuhns.—Employed as machinist apprentice June 4, 1934; granted leave of absence September 8, 1934; returned to service June 3, 1935; granted leave of absence September 18, 1935, and on the date (February 6, 1936) this joint statement is made, he is still on leave of absence. Last worked September 17, 1935. He has worked a total of 154 days as machinist apprentice. The leaves of absence were granted for the purpose of attending school.

C. J. Distler.—Employed as machinist apprentice June 1, 1934; granted leave of absence September 8, 1934; returned to service May 31, 1935; granted leave of absence September 18, 1935, and on the date (February 6, 1936) this joint statement is made, he is still on leave of absence. Last worked September 17, 1935. He has worked a total of 165 days as machinist apprentice. The leaves of absence were granted for the purpose of attending school."

The employes' representatives claim that Rules 42 and 43 of the schedule agreement effective April 1, 1935, have been violated in the carrier's handling of these five machinist apprentices. Rules 42 and 43 read:

"APPRENTICES

"RULE 42. All apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic.

Applicants for regular apprenticeship shall be between 16 and 23 years of age, and if accepted shall serve four (4) years of two hundred ninety (290) days each service year. If retained in the service at the expiration of their apprenticeship, they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts. Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in the last year of their apprenticeship. In selecting Helper apprentices, seniority, if competent, will govern; and all selections will be made in conjunction with the respective craft committee."

"RULE 43. All apprentices must be indentured and shall be furnished with a duplicate of indenture by the company, who will also furnish every opportunity possible for the apprentices to secure a complete knowledge of the trade."

"FORM OF INDENTURE

"This will certify that _____ was employed as _____ apprentice by the _____ railroad at _____ on _____, 19____, to serve four years, a minimum of 290 days each.

(Title of officer in charge)

"SERVICE PERFORMED DURING APPRENTICESHIP

"This will certify that on _____, 19____, _____ completed the course of apprenticeship specified above and is entitled, if employed by the _____ railroad to the rates of pay and conditions of service of _____

(Title of officer in charge)

"The above form to be used both for regular and helper apprentices. (Helper apprentices to serve three (3) years.)"

It is the carrier's position that it has the right to grant employes leave of absence for the purpose of attending school under the provisions of Rule 22 of the schedule agreement, effective April 1, 1935. This rule reads:

"ABSENCE FROM WORK

"RULE 22. When the requirements of the service will permit, employes, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employe absent on leave who engages in other employment will lose his seniority unless special provision shall have been made in writing therefor with the proper official and committee representing his craft."

POSITION OF EMPLOYES.—That Rules 42 and 43 of the agreement between the Illinois Central Railroad and System Federation #99 is being violated by the carrier at Paducah, Kentucky.

Rule 42 reads in part:

"Applicants for regular apprenticeship shall be between 16 and 23 years of age, and if accepted shall serve four (4) years of two hundred and ninety (290) days each service year."

We contend that by allowing an apprentice a leave of absence to attend school would mean that it would require more than four (4) years to complete his apprenticeship. This practice would keep other employes' sons from having an opportunity to secure employment as an apprentice, as the ratio is one apprentice to each five mechanics. We further contend that apprentices could not receive the proper training if they are permitted to be absent the amount of time required to attend school while serving their apprenticeship. This practice means that they would serve 91 days in three and one-half (3½) months while working and in four (4) years they would serve only 361 days. While they are supposed to serve according to Rule 43 four (4) years, a minimum of two hundred and ninety (290) days each.

We further believe that these five (5) apprentices do not intend to complete their apprenticeships but only are working during their school vacations, as it would require too much of their time to serve 1,160 days as required under the schedule of rules.

POSITION OF CARRIER.—Apprentices Henry R. and Louis Anderson are the sons of Machinist Roger Anderson, who has been in continuous service of the carrier, except during strikes and force reductions, since March, 1910.

Apprentices Joe H. and Robert L. Kuhns are the sons of Master Mechanic L. A. Kuhns, who has been in continuous service of the carrier since 1896.

Apprentice C. J. Distler is the son of Machinist C. J. Distler, Sr., who has been in continuous service of the carrier, except during strikes and force reductions, since April, 1912.

All of these apprentices are ambitious to improve their education, complete their apprenticeships, and become journeymen mechanics. It has been the policy of the carrier for years past to grant leaves of absence to apprentices, as well as other young employes, consistent with the service requirements, for the purpose of attending school. It has been our observation that the apprentices and other employes who attend school part of the time during their early years of service invariably prove themselves to be very desirable and competent employes.

We are required under the provisions of Rule 22 of the schedule agreement, effective April 1, 1935, to grant employes leave of absence with privilege of renewal, whenever the requirements of the service will permit, and, since the requirements of the service will permit, it is our position it would, in reality, be a violation of the schedule agreement to decline to grant leaves of absence in these particular cases; certainly it is not a violation of Rule 22 or any other rule of the schedule agreement to grant such leaves of absence.

These apprentices will, of course, be required to serve the time required in each service year, in accordance with the provisions of Rule 42 before being permitted to complete their apprenticeships and become journeymen mechanics.

Our policy of many years standing described above has never heretofore been opposed by the employes, or their representatives, and we feel there are no good grounds for the protest. Furthermore, it is contrary to the provisions of Rule 22 applicable to apprentices, as well as other employes coming within the scope of the agreement. We, therefore, respectfully ask that the carrier be permitted to continue its present policy in conformity with the provisions of the schedule agreement, which we are convinced is to the best interest of the employes, as well as the carrier.

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.

While the apprentice rule is not specific on this feature, it does provide that apprentices will be indentured for four (4) years of two hundred and ninety (290) days each service year and the company will furnish every opportunity possible for the apprentices to secure a complete knowledge of the trade; it is the general and accepted practice that apprenticeships will be served in as nearly four (4) years' continuous service as possible.

Allowing apprentices to attend school and working but a short time each year would not be conducive to the best results unless schooling is in line with the trade which they are learning.

AWARD

Those now properly indentured as apprentices will be permitted to finish their apprenticeship. Hereafter, the practice which caused this dispute will be discontinued.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1936.