

**Award No. 152**

**Docket No. 94**

**2-IC-CM-'37**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John P. Devaney when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. OF L. (CARMEN)**

**ILLINOIS CENTRAL RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** That the employment of Messrs. John Johnson and John Wright as carmen apprentices at Clinton, Illinois, is in violation of Rules 42, 44 and 143 of the existing agreement.

**JOINT STATEMENT OF FACTS:** The parties jointly submitted the following statement of facts:

"John F. Johnson, born December 3, 1912, was employed as painter apprentice at Clinton, Illinois, on May 5, 1934, and transferred to carman apprentice at Clinton on November 18, 1935. He was 21 years, 5 months and 2 days old when employed as painter apprentice; and 22 years, 11 months and 15 days old when transferred to carman apprentice.

"John Wright, born September 2, 1911, was employed as sheet metal worker apprentice at Clinton, Illinois, on April 5, 1934, and transferred to carman apprentice on November 18, 1935. He was 22 years, 7 months and 3 days old when employed as sheet metal worker apprentice; and, 24 years, 2 months and 16 days old when transferred to carman apprentice."

**POSITION OF EMPLOYES:** They contend that Rules 42, 44 and 143 of the agreement between the Illinois Central System and System Federation No. 99 have been violated by the carrier when assigning carmen apprentices to the car department at Clinton, Illinois. Rule No. 42 reads:

"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."

**POSITION OF CARRIER:** The carrier points out that there is no question of the violation of Rule 42 with regard to John Johnson, as John Johnson was not over 23 years of age when assigned to the position of carman apprentice at Clinton, Illinois.

With regard to the question of the violation of Rule 42 by the assigning of John Wright as carman apprentice to Clinton, Illinois, shops, the carrier contends that Rule 42 has no application. The carrier states that Rule 42 applies only to new applicants for employment and does not apply to the transfer of employes from one craft to another. They argue that if the application for employment is received and accepted prior to the 24th year, nothing in this rule prevents their actual employment or transfer after that.

The carrier also contends that Rules 44 and 143 have not been violated. It asserts that there are adequate facilities for learning the carman trade at Clinton. They state that they have the following car department facilities at Clinton:

1. Car repair track with capacity for 140 cars where heavy and medium caboose car repairs, medium freight car repairs, and running repairs of all classes of cars are made.
2. Wood working mill.
3. Air brake test room, which includes 3-T test rack and AB test rack."

They further state that these facilities are sufficient to comply with Rules 44 and 143.

The carrier further contends that the Rules 44 and 143 are not violated because as stated in Rule 143, the division of time on various classes of work set out "is designed as a guide and will be followed as closely as conditions will permit."

**OPINION OF THE DIVISION:** The first question is whether or not the carrier violated Rule 42 in the case of John Wright. There is no question of violation of Rule 42 in the case of John Johnson for the reason pointed out by the carrier in its position.

With reference to the case of John Wright, it is the opinion of the Division that Rule 42 has been violated. We do not agree with the contention of the carrier that said rule has no application because it applies only to applicants for original employment and not to the transfer of employes from one craft to another. It is clearly wrong to say that apprentices are interchangeable from one craft to another. If such were the rule it would be perfectly permissible to transfer one as an apprentice at almost any age. Therefore, we conclude that the transfer of John Wright was original employment in the craft to which he was transferred and that this employment came within the meaning of Rule 42. As Wright was then over 23 years of age, the action taken was clearly prohibited by Rule 42 of the agreement governing this carrier and these employes.

We are also compelled to the conclusion that in the case of the employment of John Johnson as carman apprentice at Clinton, Illinois, that Rule 143, which sets up a schedule of work for regular apprentices, was violated. The facilities at the Clinton shop are inadequate. While there is some mill machine work performed at Clinton, it appears from the record that there is no carman in charge of such work. We conclude, all things considered, that the record clearly indicates that there are not adequate facilities for learning the carman trade at Clinton, Illinois, within the meaning of Rule 143, and therefore the claim of the employes must be sustained.

**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.

That the employment of Messrs. John Johnson and John Wright as carmen apprentices at Clinton, Illinois, is in violation of Rules 42, 44 and 143 of the existing agreement and the claim of the employes should be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 23rd day of April, 1937.