

**Award No. 1076**

**Docket No. 1007**

**2-C&NW-FT-'45**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

**CHICAGO AND NORTH WESTERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** (a) That the employment by the carrier of boys as regular apprentices on a part time basis is in violation of Rule 37 and other provisions of the controlling agreement.

(b) That the carrier be ordered to cancel the indenture papers of these boys as regular apprentices who are employed only on a part time basis, and that said apprentices be removed as such from the service.

**EMPLOYEES' STATEMENT OF FACTS:** At the Chicago shops, the carrier has employed school boys as indentured regular apprentices in the machinists' and the electrical workers' crafts to work on a part time basis.

These school boys indentured as apprentices work only on Saturdays, school vacation periods, and other days on which their schools may not be in session.

The controlling agreement is dated effective July 1, 1921, amended effective January 1, 1925.

**POSITION OF EMPLOYEES:** It is submitted that there is no provision in the controlling agreement which permits the employment of any one to perform the work covered in the classification of work rules of said agreement less than eight hours a day, six days a week, exclusive of Sundays and holidays. See Rule 1, captioned, "Basic Day"; Rule 6, captioned, "Overtime," and Rule 26, captioned, "Reducing Forces."

Rule 37, captioned, "Apprentices—Qualifications, etc.," second paragraph, in part reads—

"Applicants for regular apprenticeship . . . shall serve four years of 290 days each year of twelve months."—

which definitely provides that regular apprentices shall work 290 days each year of twelve months, subject of course to absence account of sickness, reduction in forces or important personal business that might prevent an apprentice from accumulating 290 days of service each year of twelve months. The rule makes no provision for the employment of apprentices on a part time basis, however, it is compelling in requiring that when employing regular

The first three paragraphs of Rule 37, current federated crafts' agreement, provide as follows:

"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 21 years of age, and, if accepted, shall serve four years of 290 days each year of twelve months.

Graduates of Technical Schools who have entered such schools prior to the age of 21 may enter the service of the Railway Company with the same indiscriminating consideration as other regular apprentices."

The first paragraph of Rule 39 of the agreement in respect to the ratio of apprentices in their respective crafts provides:

"The ratio of apprentices in their respective crafts shall not be more than one to every five mechanics."

The assignment of apprentices at present is far below the ratio of one to five.

**POSITION OF CARRIER:** It is the position of the railway company that the failure of an apprentice to render 290 days' service as such during a twelve-month period does not constitute a violation of the provisions of Rule 37 or any other rule in federated crafts' agreement. The 290 days as referred to in Rule 37 specifies the number of days of service that constitutes an "apprentice year" and the 290 days of service need not necessarily be rendered within a twelve-month period. The situation in regard to the failure of students employed on apprentice positions to render 290 days' service on such positions within a twelve-month period is no different than that in the cases of so-called full-time apprentices who due to force reductions, illness, or absences for personal reasons do not render 290 days of service during a twelve-month period.

It is also the position of the railway company that the arrangement in respect to the employment of students as regular apprentices is not in conflict with the provisions of Rule 37, federated crafts' agreement, and such arrangement does not violate the provisions of any rules or agreements with federated craft organizations so long as the ratio of apprentices to mechanics of the various crafts, as outlined in Rule 39, federated crafts' agreement, is not exceeded.

**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.

Without dispute the record shows that the carrier is unable to hire as many apprentices as needed. This is due to the manpower shortage caused by the war. We quote from the carrier's submission:

"In normal times it has been the practice of the railway company to hire individuals as apprentices on a full-time basis. The railway company would gladly employ full-time apprentices if it could secure the services of individuals or if the organization could furnish men who could be employed on that basis. Conditions due to the war emergency have resulted in a situation imposing abnormal burdens on the railway company."

A hearing was held before the referee with both representatives of the employes and carrier present. This referee believes from what was said at that hearing that these parties can negotiate an agreement covering this matter which will be satisfactory to both sides. This should be done by negotiation. This case will be remanded back to the parties for the purpose of negotiation.

AWARD

Claim remanded for purpose of negotiation.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 15th day of May, 1945.