

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)
MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES.—That employment of Apprentice Charles Richmond at Atchison, Kansas, is in violation of Rule 36, paragraph (b), of current wage agreement.

POSITION OF EMPLOYEES.—That account of adequate facilities not being available at Atchison whereby an apprentice may have an opportunity to learn an all-round knowledge of the carmen's trade, that Missouri Pacific Railroad has violated provisions of Rule 36 (b) of current wage agreement by employing an apprentice at that point.

"Rule 36 (b). No apprentice will be started at points where there are not adequate facilities for learning the trade."

Understanding was reached with Chief Mechanical Officer O. A. Garber in 1927 with respect to employment of apprentices, reading in part as follows:

"In this connection it is also desired not to employ any apprentices at points where we do not have facilities for doing Class 4 or 5 repairs to locomotives, or where there are no heavy or general repairs to cars handled. It is not desired to discharge any apprentices employed at such points at this time, but when vacancies occur they should not be filled."

We contend that the employment of car apprentice at Atchison is in violation of provisions of current wage agreement Rule 36 (b) as aforementioned.

POSITION OF CARRIER.—Rule 36 (b) of our wage agreement with the Railway Employees' Department, A. F. of L., Mechanical Section thereof, effective November 1, 1934, reads:

"No apprentice will be started at points where there are not adequate facilities for learning the trade."

Atchison, Kansas, is a terminal point, with the following car force employed:

Coach Carpenter.....	1
Car Inspectors.....	5
Lead Carman.....	1
Carmen.....	6
Carman (Air Brake Man).....	1
Carman (Painter).....	1
Total.....	15

The following wood-working machinery is a part of the Atchison facilities:

Planer, good condition, bed 36" x 11', blades 23", will handle up to 5" material.....	1
Wood saw 40" x 6'3" use up to 22" saws.....	1
Band saw 36".....	1
Boring mill 22" x 6'3", 3 spindles.....	1
Cut-off saw 24".....	1

All kinds of wood freight car work, sills, roofing, bracing, decking, and siding and various heavy jobs of steel work are handled at Atchison. Caboose are repaired up to general repairs. Obsolete box cars are converted into first-class equipment cars; have oxweld and electric welding outfits; cars are painted;

air brakes cleaned, which requires the knowledge of operating a single car testing device.

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.

Sufficient evidence was presented to the effect that apprentices could not obtain complete knowledge of the trade in accordance with the language contained in Rule 36 and the understanding had with the chief mechanical officer in 1927; it is therefore clear that an apprentice should not be employed at Atchison, Kansas.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 28th day of February, 1936.