

Award No. 181

Docket No. 194

2-IC-CM-'37

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That all carmen apprentices that have been employed at Weldon Passenger Car Department subsequent to the effective date (April 1, 1935) of our agreement be removed and the practice of assigning apprentices to this department be discontinued.

EMPLOYEES' STATEMENT OF FACTS: Following is a list of carmen apprentices employed at Weldon Passenger Car Department since April 1, 1935.

Apprentice's Name	Date employed as Carmen Apprentice
H. G. Hawkins	April 26, 1935
F. J. Holsinger, Jr.	September 5, 1935
B. A. Piverunas	August 22, 1936

POSITION OF EMPLOYEES: This case has been handled in accordance with the established practice of handling grievance cases on the Illinois Central System, and we contend that Rules 44 and 143 of the agreement between System Federation No. 99 and the Illinois Central System have been violated by the carrier when assigning carmen apprentices to the Weldon Coach Yard.

Rule 44 reads in part:

"No apprentice will be started at points where there are not adequate facilities for learning the trade, excepting electrician apprentices who may be moved as provided for in special rules, to provide for a greater scope of experience in his line of work."

It is the contention of the employees that the Weldon Coach Yard comes within the category of a running repair and inspection point. No cars, either freight or passenger, are built or rebuilt at this point, and in view of the fact it is not permissible to transfer or move carmen apprentices from one seniority point to another, the above quoted rule is being violated.

Rule 143 reads in part:

"Eighteen months, general freight work, wood and steel; six months, air brake work; six months, mill machine work; eighteen months, general coach work, wood and steel, including autogenous welding."

The employees' representatives have said that an apprentice could not be properly educated because the carrier does not build or rebuild passenger cars at Weldon. It is the contention of the carrier that an apprentice who receives a sufficient amount of schooling to be an all-round mechanic, one who can repair or adjust any and all parts of a car, one who can do all-round running and light repair work, can without a doubt, perform the specialized work of rebuilding a passenger car. An apprentice is afforded this type of an education at the Weldon Passenger Car Department.

The carrier has experienced that the apprentice who serves his apprenticeship at Weldon becomes a far better all-round mechanic than does the apprentice who serves his apprenticeship at the rebuilding shop. It has been the carrier's disappointing experience to find that an apprentice who serves his apprenticeship in a rebuilding shop becomes more or less a specialist on one or several operations, but he does not acquire any knowledge of all of the operations pertaining to the entire car. This type of mechanic is valuable in a rebuilding shop, but he is at a considerable handicap in a train yard or running repair shop.

As a further evidence that the carrier does have adequate facilities for learning the trade at the Weldon Passenger Car Department, they mention at this time the names of M. W. Booth and Duane Watts. Both served their apprenticeship at Weldon and at the present time are employed as carmen in the same department. The carrier contends that Mr. Booth and Mr. Watts are efficient all-round mechanics and working evidence as to the education apprentices receive at this point. It is the carrier's opinion that the employees' representatives will not care to question Mr. Booth's or Mr. Watts' ability as carmen and that they must therefore acknowledge the fact that apprentices can be properly educated to become journeymen mechanics at the Weldon Passenger Car Department.

Incidentally, the carrier had a number of men at Weldon Yard called "Steam Men," who performed work by coupling and uncoupling steam, air and signal hose, testing steam heat equipment, adjusting steam regulators, etc. In June, 1935, the employees' representatives contended these men performed carmen's work and should be placed on the carmen's roster and paid the carmen's rate of pay. Their request was granted. In this case the men in question never served any apprenticeship, but were advanced to carmen at request of employees' representatives. If these men are competent and qualified to perform work as mechanics at the Weldon Passenger Yards, the carrier contends that apprentices serving their time at Weldon are far better qualified to perform the same work.

So that the Board may have a knowledge of the Weldon Passenger Car Department facilities, the carrier lists the facilities located in this department: U. C. test rack, 3 T test rack, grinding machine, large capacity drill press, small capacity drill press, electric welding machines and oxweld acetylene welding equipment. We believe the facilities listed will convince the Board that the shop is adequately equipped to afford an apprentice the proper opportunity for learning the trade.

The facts in this case do not justify the removing of carmen apprentices from service at Weldon or the sustaining of the employees' claim which would result in the carrier having to discontinue the employment of apprentices there; on the contrary, the facts in this case bear out the carrier's contention that they do have adequate facilities to afford an apprentice the opportunity for learning the trade, and the carrier, therefore, asks that the claim be denied.

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 employees 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.

It has been the practice for many years to employ apprentices at Weldon yards, where at the present time there are two apprentices serving their apprenticeship.

Rule 44 reads in part as follows:

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

The evidence of record shows that there were not adequate facilities for learning the trade at Weldon passenger car department.

However, due to the circumstances in this case, the two apprentices should be permitted to finish their apprenticeship.

AWARD

Claim of employes sustained insofar as future employment of apprentices at Weldon yards.

The apprentices now employed at Weldon yards will be permitted to finish their apprenticeship.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 21st day of October, 1937.