

Award No. 695

Docket No. 678

2-NC&StL-CM-'42

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 83, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)

THE NASHVILLE, CHATTANOOGA AND ST. LOUIS
RAILWAY

DISPUTE: CLAIM OF EMPLOYEES: That the carrier in the employment of Paul K. Harville, at Chattanooga, Tennessee, and J. R. McCoy, at Atlanta, Georgia, as carman apprentices, did and is violating Rules 38 and 140 of the current agreement, and that said apprentices, as such, be not retained in the service.

EMPLOYEES' STATEMENT OF FACTS: Paul K. Harville was employed as a carman apprentice at Chattanooga, Tenn., October 21, 1940. J. R. McCoy was employed as a carman apprentice at Atlanta, Ga., on March 17, 1941.

With the exception of running repairs to passenger and freight cars, the character of which is performed in all coach and train yards, no passenger or freight cars are either built or rebuilt at either of these points.

Air brake work is limited to cleaning cylinders, removing and replacing triple valves, angle cocks, hose connections, and making tests on cars. Triple valves are repaired and tested on test rack at Nashville, Tenn., and sent to these points for application.

Mill equipment is limited to a cut-off saw, a rip saw, a band saw, and a combination boring and mortising machine at each of the two points, and seldom used at Atlanta.

Messrs. Harville and McCoy are the first and only apprentices to be employed at these points under the present agreement, which became effective June 1, 1940.

POSITION OF EMPLOYEES: Rule 38 reads as follows:

All apprentices must be indentured and shall be furnished with a duplicate of indenture by the Railway, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade. **No apprentice will be started at points where there are not adequate facilities for learning the trade.**

(Emphasis ours.)

The employes contend that Chattanooga and Atlanta are more or less running repair and inspection points. Neither passenger nor freight cars are built or rebuilt at these points, and since apprentices are not permitted to be moved from one seniority point to another, the above quoted rule has been violated.

"The following schedule for regular apprentices * * * is designed as a general guide and will be followed as closely as the conditions will permit * * *."

V

The general chairman of the carmen, in discussing this case in conference, took the position that the Nashville shops was the only place on this railway which had adequate facilities for the training of carmen apprentices. It is carrier's position that the fact that general Rule 39 provides for divisional ratioing of apprentices to mechanics—Nashville shops to be considered a separate division—restricting the number of apprentices that may be employed on a division to one apprentice to every seven mechanics. It is obvious that it was not contended by the employes or agreed to by the carrier at the time of the negotiation of the current agreement, that the training of carmen apprentices at Cravens, Hills Park and Bruceton would not be permitted in the future, as had been in the past, as carrier unquestionably would not have agreed to such a limitation being placed on its right to employ apprentices as the contention of the employes, if acceded to, would establish.

VI

It is carrier's position that inasmuch as it has been the practice for years to train carmen apprentices at both Cravens and Hills Park, without protest from the employes' representatives or contention on their part that the facilities were not adequate for the training of carmen apprentices, that in view of the fact that there has been no change in the facilities at these points, and also the fact that the current agreement does not designate what shall constitute "adequate facilities" for the purpose of training apprentices, the contention of the employes in the instant case is not supported by contractual provision or the practice followed for years.

VII

Carmen Apprentices Harville and McCoy having been employed at Cravens and Hills Park, respectively, in good faith and without prior contention on the part of the committee that the facilities at the respective points were inadequate for carmen apprentices to learn the trade, it would be an injustice to these young men to remove them from the service, and particularly so on account of the increasing need for mechanics as result of the existing National emergency.

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.

The small number of mechanics employed at the Chattanooga and Atlanta Terminals tends to prove that the facilities provided are not used sufficiently to afford opportunity for the training of apprentices within the meaning and intent of Rules 38 and 140.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of January, 1942.