

Award No. 5544
Docket No. 5317
2-IC-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Paul C. Dugan when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier is violating the current agreement on the Kentucky Division of the Illinois Central Railroad by having Electrician Apprentice J. M. Walker serving his apprenticeship at Central City, Kentucky.
2. That the Carrier be ordered to stop assigning apprentices to points that do not provide the greatest scope of experience in their line of work.

EMPLOYEES' STATEMENT OF FACTS: The Illinois Central Railroad Company, hereinafter referred to as the Carrier, recalled Electrician Apprentice J. M. Walker to service on May 17, 1965. The Carrier instructed Apprentice Walker to report to duty at Central City, Kentucky, without consulting the Local Committee or informing them of Apprentice Walker's recall.

That the force of Electricians at Central City, Kentucky consists of two (2) Electricians. Only one of these two (2) Electricians works days, Monday through Friday.

Central City, Kentucky is a very small point on the Carrier where the work performed is almost entirely diesel inspections and minor repairs.

This grievance was handled with all officers of the Carrier designated to handle such grievances, including the Carrier's highest designated officer, all of whom refused to settle this grievance satisfactorily.

The Agreement effective April 1, 1935, as Amended December 16, 1943, as Amended September 1, 1949 and as subsequently amended, is controlling

POSITION OF EMPLOYES: It is respectfully submitted that Rule No. 44, for your ready reference reading:

"The ratio of apprentices in the craft shall not be more than one to every five mechanics.

apprentices at points where there are adequate facilities to learn their trade; Central City is such a point.

The union alleged that the company violated Rules 44 and 119 of the schedule by training J. M. Walker at Central City; they also erroneously contend that the facilities at Central City are inadequate. The company has proved that it has fully complied with Rules 44 and 119.

The claim is invalid under the language of Rule 44 for three reasons:

1. J. M. Walker was not started at Central City; he was recalled from furlough.
2. The second paragraph of Rule 44 specifically excludes electricians.
3. The third paragraph of Rule 44 applies only to general repair points; Central City is a running repair point.

The facilities at Central City were more than adequate for electrician apprentices to learn their trade. In fact, three electrician apprentices served at Central City prior to J. M. Walker, and the union never voiced a complaint. The company tried to provide J. M. Walker with the greatest possible experience in his line of work; it believed that the facilities at Central City provided him with this opportunity.

The union's contention that the company violated Rule 119 is equally erroneous. J. M. Walker was not moved; he was recalled from furlough and assigned to Central City. In addition, Rule 119 is permissive and not mandatory; it does not give the union a veto power over management's vested right to assign work.

The union failed to offer anything more than mere assertions on the property in support of its contentions. In absence of proof the claim must be denied.

If the company were deprived of its right to train electricians at Central City, it would seriously hurt the opportunities of many future electrician apprentices on the Kentucky seniority district to learn their trade adequately.

All data is known to the union and is a part of the dispute.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The issue herein is whether or not Carrier violated Rules 44, 119 and 122 of the Agreement when it assigned Claimant, an Apprentice Electrician, for

training at Central City, Kentucky, in addition to failing to consult with and receive the approval of the Local Committee.

This claim is based upon the premise that: (a) the facilities at Central City, Kentucky are inadequate for Claimant to learn his trade; (b) that Carrier failed to arrange with the Local Committee to have Claimant assigned to Central City as required by Rule 122; (c) that by assigning Claimant to said Central City, Carrier denied Claimant opportunity of learning all branches of the trade.

The pertinent provisions of Rule 44 of the Agreement provide:

"* * * * *

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.

In computing the number of apprentices that may be employed on a division, the total number of mechanics on that division will be the basis and the distribution of apprentices among shops where general repairs are made on a division shall be as nearly as possible in proportion to the distribution of mechanics employed therein * * *."

Rule 119 in part reads:

"* * * * *

Electrician apprentices may be moved from point to point by arrangement with railroad officers for the purpose of providing the greatest possible scope of experience in their line of work."

The applicable provisions of Rule 122 are;

"Apprentices shall be given an opportunity of learning all branches of the trade * * *."

Carrier posits its defense to this claim on the grounds that it has the vested right inherent in management to supervise the training of its apprentice employes as it sees fit except as limited by contractual agreement or law; that the Carrier has the right to select a location where apprentice employes will be trained without consulting with or securing the permission of the Organization; that the exception to Rule 44 permits Carrier to assign apprentice electricians to locations where there are inadequate facilities for learning the trade; that Rule 44 applies only to general repair shops as at Paducah, Kentucky, but not to Central City, where only running repairs are performed; that the facilities at Central City are more than adequate for an apprentice to learn his trade; that Rule 119 is permissive in nature and not mandatory on Carrier to comply therewith; that petitioner failed to introduce any evidence to support its allegation that the Central City facilities are not suitable or adequate for an apprentice to learn the electrician's trade.

Rule 44 of the Agreement permits Carrier to start an apprentice electrician at points where there are not adequate facilities for learning the trade. How-

ever, the Rule goes on to contemplate that eventually the Electrician Apprentice will be moved to provide him with a greater scope of experience in his line of work.

In the instant dispute, Claimant commenced his apprenticeship with Carrier on November 2, 1964, at Fulton, Kentucky. After being furloughed on February 16, 1965, he was recalled for duty on May 17, 1965 as an Electrician Apprentice at Central City, Kentucky. He remained at Central City until February 28, 1966, when he was transferred to Paducah, Kentucky for work commencing March 1, 1966. Claimant, thus, spent a period of approximately 9½ months at Central City. While Rule 44 does permit Carrier to place an Electrician Apprentice at a point where the facilities for learning his trade are not adequate, nevertheless, we feel that Carrier is required to move him to another point where he will receive a greater scope of experience in his line of work. We reach the conclusion after considering Rule 44 and Rule 119 together. We feel that the two rules overlap each other and thus have to be viewed together. Therefore, it is our opinion that Carrier did not provide Claimant with the greatest possible scope of experience in his line of work when it left Claimant assigned at Central City, Kentucky for a period of approximately 9½ months. There was only one Electrician working on the day shift at Central City. Claimant's apprenticeship is for four (4) years and Rule 122 of the Agreement provides for 8-six-month periods of training covering various phases of electrical work. Therefore, Carrier violated the Agreement when it failed to move Claimant from Central City, Kentucky sooner than 9½ months after first assigning him to this point, inasmuch as the facilities for training Claimant at that point was inadequate.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 18th day of October 1968.