

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John A. Lapp when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That Machinist Helpers H. R. Paige and L. E. Oden, Coffeyville, Kansas, be compensated for all time lost due to being furloughed and two machinist apprentices used to displace them.

EMPLOYES' STATEMENT OF FACTS: Effective June 11, 1937, Machinist Helpers L. E. Oden and H. R. Paige, Coffeyville, Kansas, were furloughed, and two machinist apprentices assigned to help machinist in vacancies created by furlough of Paige and Oden.

POSITION OF EMPLOYES: It is our contention that the management at Coffeyville violated Rule 53 of wage agreement, reading in part as follows:

"Rule 53. Helpers' work shall consist of helping machinist and apprentices, operating power driven hack saws and cold cut off saws, drill presses, bolt threaders, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, and twist drill grinders; machinery oiling, belt repairing, locomotive oiling and box packing; applying, connecting and disconnecting all couplings between engine and tender, and all other work generally recognized as helpers' work."

by laying off regular machinist helper and assigning this work to apprentice. We also contend that they violated Rule 55 of agreement, reading as follows:

"Rule 55. Apprentices shall be instructed in all branches of the machinists' trade. They will serve three years on machines and special jobs. Apprentices will not be required to work more than three months on any one machine or special job. During the last year of their apprenticeship they will work on the floor. Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last two years."

first, by assigning one apprentice, who was not yet in last year of apprenticeship, to perform floor work helping machinist; and, second, due to assignment of one apprentice, to helping machinist, who was in last year of apprenticeship but who had previously served in excess of one year on floor work.

Further, it is our contention that apprentices are, in line with wage agreement, under instruction, and are not to be used to displace helper. If one would be able to learn the machinist trade by helping machinist, why pursue the long, low pay route of apprenticeship?

POSITION OF CARRIER: In affording apprentices proper training for mechanics as contemplated under the rules, there are situations where apprentices must of necessity work with mechanics. Such a situation developed in this case where Apprentice Ewbank was assigned during the last month of his service to work with a mechanic on running repair and inspection work, and Apprentice Neal having had but 35 months and entitled to an additional one month to complete his three years on machines and special jobs, was also assigned with a machinist on running repairs in the roundhouse on June 10 to permit of his completing his 36 months or three years on machines and special jobs.

The employees in the presentation of this case to the carrier contended that:

- (a) Apprentices shall not displace and perform the work of helpers.
- (b) Violation Rule 53 reading in part:

"Helpers' work shall consist of helping machinists and apprentices."

These two apprentices were working with mechanics for the purpose of learning their trade. The assignment of helpers to mechanics is a managerial prerogative, there being no obligation under our schedule rules as to requiring the specific assignment of helpers to specific machinists' jobs.

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 carrier had an undoubted right to reduce its force and was within its rights in furloughing the two helpers, Paige and Oden, for lack of work. No question of that right would have arisen if it had not been for the coincident assignment of apprentices, Ewbank and Neal, to work with the mechanics with whom the two helpers had been working. It is not necessary here to determine whether the two apprentices were assigned in literal conformance with the rules in order to decide the issue before the Board, namely, whether compensation for the two helpers for the time furloughed should be granted.

There is nothing in the record to show that these helpers would have been retained if these two apprentices had not been assigned to this particular work. Other helpers or other apprentices could have been assigned without the question being raised. If the apprentices were properly assigned in conformity with Rule 55, the furloughed helpers could not claim that their jobs had been taken by apprentices and that they were, therefore, entitled to be paid for the time furloughed. Even if the carrier violated the Rule 55 on apprenticeship, it would not be ground for a claim that two helpers furloughed for lack of work should be compensated. The violation would be subject to negotiation as a violation of the apprenticeship rule between the carrier and the employes.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of May, 1938.