

Award No. 845

Docket No. 778

2-B&M-FT-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: Management is without right, under the provisions of the agreement of April 1, 1937, to remove regularly assigned helpers from their positions and substitute apprentices therefor.

JOINT STATEMENT OF FACTS: Helpers in the several crafts covered by the agreement of April 1, 1937, who have bid off and been assigned to regular jobs, are removed from those jobs by the management and placed on other work and apprentices used in their places. The following displacements of helpers from regularly assigned jobs took place:—

1. Sheet Metal Worker and Regular Apprentice T. J. Doyle assigned to steam work, displacing Sheet Metal Worker Helper R. Collins from July 26, 1941 to September 22, 1941, after which Collins reverted back to his regular Helper's job relieving T. J. Doyle on September 22, 1941.

and applying ashpans from June 11, 1941 to August 6, 1941, displacing Boilermaker Helper G. Gendron who was assigned to general helping until August 9, 1941 when he was set up to a boilermaker until November 26, 1941 when he went back to general helping. Boilermaker Apprentice Johnson relieved Hill from August 8, 1941 to October 13, 1941. Boilermaker Helper Jahnle relieved Apprentice Johnson from October 13, 1941 to November 27, 1941. Boilermaker Gendron set up to boilermaker August 9, 1941, reverted back to helper November 27, 1941, when he returned to his regular helper's job, relieving Helper Jahnle.

3. Boilermaker Regular Apprentice K. G. Johnson was assigned to applying cabs and runs from July 6, 1941 to August 8, 1941, displacing Helper George Gauthier, who was a temporary boilermaker's helper set up from laborer. Boilermaker Helper Gauthier reverted back to his own job August 8, 1941, relieving Boilermaker Apprentice Johnson.
4. Electrician Regular Apprentice H. C. Cook was assigned to inside wiring and electrical repairs from June 11, 1941 to the present time, displacing Electrician Helper D. Gagliardi who was assigned to gen-

Management is attempting to use apprentices for production by removing helpers and substituting apprentices.

There is no provision in the agreement which permits this practice.

There are provisions, above quoted, which sustain the position of the employes.

POSITION OF CARRIER: The claim of the employes in this case is that the management is without right under the provisions of the agreement of April 1, 1937 to remove regularly assigned helpers from their positions and substitute apprentices therefor.

We wish to make it very clear at the start that no helpers lose any time or any compensation because of use of apprentices in the manner complained of; the helpers simply do other helpers' work about the shop instead of standing or sitting idly by while the apprentice and the mechanic are working together.

The agreement of April 1, 1937, recognizes in Rule 33 three classes of apprentices—Namely: regular, helper and special—and General Rules 34, 35 and 36 also refer to apprentices.

The separate craft rules also elaborate the apprentice system—Machinists' Rules 53 to 57 inclusive. Boilermakers' Rules 71 and 72. Blacksmiths' Rules 81 and 8a. Sheet Metal Workers' Rules 94 and 95. Electrical Workers' Rules 103 and 104. Carmen's Rules 122, 123, 124, 125, 126 and 127.

Many of the craft rules referred to by number show that apprentices shall be engaged for a certain number of months in **helping or in doing work which other rules describe as work which a helper may do** and it is our contention that in order to learn all branches of the trade apprentices must actually do helpers' work part of the time and when they are doing that the assigned helper may be otherwise utilized.

The organization wants the apprentice system and the management believes that it is a good thing at the larger points where men have an opportunity to learn the various branches of the work of the craft and where the apprentice system is properly handled.

Apprentices are not engaged for the purpose of learning the work of a helper, so they should not stand idly by while the helper is doing his usual work with mechanic, but should actually perform the work of a helper with the mechanic under supervision and with the help and instruction of the mechanic.

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 instant dispute raises a question as to the right of an apprentice to displace an assigned helper.

The rules of agreement do not prohibit the assignment of an apprentice to work with a mechanic. However, it is the opinion of the Division that

the representatives of the parties should make a more thorough check of the elements involved, with a view of reaching an amicable settlement, and the case is remanded to the parties for this purpose.

AWARD

Claim remanded in accordance with the above Findings without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of October, 1942.