

Award No. 165
Docket No. 175
2-CRI&P-BM-'37

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

**THE CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYES: That the driving of all rivets 3/8 inches and larger, in all work covered by Rules 71 and 72 of the agreement now in effect between the aforesaid parties, is first-class boilermakers' work, and when performed by second-class boilermakers, at the hourly rate of 64¢, constitutes a violation of our agreement.

EMPLOYES' STATEMENT OF FACTS: Second-class boilermakers are now driving all rivets in work covered by Rule 72, at Silvis back shops, at Silvis, Illinois, and several other points for which they are receiving the second-class hourly rate of 64¢.

POSITION OF EMPLOYES: The employees contend that the driving of all rivets 3/8 inches and larger in all work necessary to the construction and maintenance of locomotive boilers, fireboxes and their appurtenances, including ash pans (whether built new, rebuilt or repaired), locomotive tender cisterns, pressure tanks and drums, steel underframes, steel running boards and cabs, is first-class boilermakers' work and is clearly defined in Rule 71 of the current agreement; and when assigned to any other classification is clearly a violation of that agreement.

Rule 71 (In part): "Boilermakers' work including regular, special and helper apprentices, shall consist of laying out, flanging, building and repairing of boilers and fireboxes, patching, chipping and caulking, inspecting boilers and staybolts, applying arch pipes, driving of staybolts and driving rivets 3/8 inch and over; laying out and fitting sheet iron or steel metal work in connection with boilermakers' work; building new steel cabs, pressure tanks and drums, locomotive tender cisterns, steel underframes and ash pans, setting of flues in fireboxes, operating rolls in connection with boilermakers' work."

Rule 72: "Boilermakers second-class will perform following work: Setting flues in front end, inspecting, applying and repairing front end appliances, smoke box fronts and doors, either cast iron or steel, ash pans and grates; removing and applying flexible staybolt caps, tapping out holes, running in and cutting off staybolts and radials; repairing steel cabs, locomotive tender cisterns, steel underframes and running boards; operating punch and shears in boiler shops, operating cutting torch and flue welding machine. Applying locomotive cabs, pilots and running and headlight boards when made of steel. It is understood this rule will not apply to points where one or more men cannot be exclusively engaged on above work."

CARRIER'S STATEMENT OF FACTS: At Silvis, Illinois, second-class boilermakers are required to drive all rivets on work covered by their classi-

fication of work as specified in Rule 72. Second-class boilermakers so used are paid the second-class rate of pay as prescribed in Rule 110.

POSITION OF CARRIER: Rule 71 of the current shop crafts agreement reads:

"Boilermakers' work including regular, special and helper apprentices, shall consist of laying out, flanging, building and repairing of boilers and fireboxes, patching, chipping and caulking, inspecting boilers and staybolts, applying arch pipes, driving of staybolts and driving rivets 3/8 inch and over; laying out and fitting sheet iron or steel metal work in connection with boilermakers' work; building new steel cabs, pressure tanks and drums, locomotive tender cisterns, steel underframes and ash pans, setting of flues in fire boxes, operating rolls in connection with boilermakers' work." . . .

Rule 72 reads:

"Boilermakers second-class will perform following work: Setting flues in front end, inspecting, applying and repairing front end appliances, smoke box fronts and doors, either cast iron or steel, ash pans and grates; removing and applying flexible staybolt caps, tapping out holes, running in and cutting off staybolts and radials; repairing steel cabs, locomotive tender cisterns, steel underframes and running boards; operating punch and shears in boiler shops, operating cutting torch and flue welding machine. Applying locomotive cabs, pilots, and running and headlight boards when made of steel. It is understood this rule will not apply to points where one or more men cannot be exclusively engaged on above work."

The employees are claiming that driving of rivets 3/8 inch and over can be performed only by boilermakers first-class.

It is the position of the management that the reference to "driving rivets 3/8 inch and over," as contained in Rule 71, refers only to the driving of such rivets in connection with the work classified in Rule 71 as the work of boilermakers, such as "building and repairing of boilers and fire boxes, patching, chipping and caulking, inspecting boilers. . ." and that any work designated in Rule 72 as the classification of work for second-class boilermakers will be performed by such second-class boilermakers; and if in performing work coming within their classification it requires the driving of rivets 3/8 inch and over, it is their work to drive such rivets. The reference to "3/8 inch and over" in the first-class boilermaker classification applies only to the kind and character of work which is specifically designated as that of first-class boilermakers.

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.

Rule 71 of the current agreement provides, "driving rivets 3/8 inch and over" is first-class boilermakers' work.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 30th day of June, 1937.