

Award No. 402

Docket No. 419

2-IGN-BM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 14, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

MISSOURI PACIFIC LINES

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYES: That A. F. Kerley, welder, and D. H. Cox, boiler inspector at roundhouse in Houston, Texas, be returned to their positions and compensated for wages lost.

EMPLOYES' STATEMENT OF FACTS: On February 16, 1939, Bulletin No. 15 was posted on bulletin board, which reads as follows:

“Effective 4:00 P. M. February 19th, the following reduction in force will be made:

1—Boilermaker-Welder.”

On February 16, 1939, Bulletin No. 16 was posted on bulletin board, which reads as follows:

“Effective with the completion of the day's work February 19th, the following reduction in force will be made:

1—Boilermaker-Inspector.”

When Bulletin No. 15 became effective, A. F. Kerley, welder regularly assigned to perform welding for all crafts, was cut off and the welding work that he was regularly assigned to perform was assigned to the machinist and boiler inspector. When Bulletin No. 16 became effective, D. H. Cox, regular assigned boiler inspector for the past 16 years, was cut off and his position was bulletined as follows:

“February 16, 1939, Bulletin No. 18.

All Concerned: Bids will be accepted in my office until 9:00 A. M. February 19th covering the following position:

1—Boilermaker-Inspector-Welder.”

POSITION OF EMPLOYES: A. F. Kerley has been the regular assigned welder, performing the welding for all crafts, which is in accord with Rule 21, I. G. N. agreement effective December 1, 1936, which reads as follows:

Statement is also made by the representative of the employes that Mr. Cox is a first class boilermaker and boiler inspector, but is not and does not contend to be a welder; that Mr. Cox did not wish to exercise his seniority by bidding on Bulletin No. 18 because he was aware of the fact that he could not perform welding on fire boxes.

In answer to the position taken by the representative of the employes, the carrier would advise your Honorable Board that if instead of bulletining the position of boilermaker inspector-welder, the duties of welder had been added to the position of boilermaker inspector, Mr. Cox who was not a welder and was not capable of performing welding on fire boxes, would have had to pass up the position due to not being qualified to perform the duties assigned which would have necessitated the bulletining of the position and the results with respect to Mr. Cox would have been the same in either case. However, the carrier contends that a new position was created in the Houston roundhouse and that Rule 24 required the bulletining of same.

Position was also taken by the representative of the employes, that Mr. E. Y. Blunt who bid on the position of boilermaker inspector-welder, was the youngest boilermaker working and if the company insisted on making Bulletin No. 18 effective, Mr. Blunt would be forced on the inspector welder job; that Mr. Blunt could do the boiler inspector work, but was not familiar with the welding.

In regard to that position, the carrier would advise your Honorable Board that Mr. Blunt was assigned to the position and has performed the work for the past six and one-half months, which indicates that he was qualified to perform the services of boilermaker inspector-welder.

With respect to the allegations on the part of the representative of the employes that discrimination was practiced against A. F. Kerley and D. H. Cox in re-arranging the work at Houston, which had the effect of abolishing the boilermaker-welder position and creating the new positions of boilermaker inspector-welder and machinist inspector-welder, the carrier denies that any discrimination whatever was resorted to; in fact, as stated before, the object in view was a reduction in expenses in the Houston roundhouse which was considered necessary by the management of the carrier.

The bulletins quoted above were issued and the positions filled strictly in accordance with the working agreement covering boilermakers which became effective December 1, 1936. It is the policy of the management to see that all employes receive just and fair treatment in all instances and that no discrimination is practiced against any employe, and the carrier has every reason to believe that your Honorable Board will readily agree that no discrimination was practiced insofar as this case is concerned. See carrier's Exhibit No. 1.

It is the contention of the carrier that in the discontinuance of the positions of boilermaker welder and boilermaker inspector and the creation of a new position with title of boilermaker inspector-welder, no rule as contained in the current schedule with the organization has been violated; that the bulletining of the position of boilermaker inspector-welder was in accord with the provisions of the agreement; that Boilermaker Blunt was properly assigned to the position, he having been the only employe who submitted a bid; that there was no discrimination used by the carrier in discontinuing the positions of boilermaker welder and boilermaker inspector and creating the new position of boilermaker inspector-welder, and in accordance with the evidence submitted by the carrier in this case, your Honorable Board should deny the claim of the employes.

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 record contains many allegations on which to comment would serve no good purpose. The right of the carrier to make reductions in force according to the rules is conceded; likewise, its rights in filling positions with competent mechanics.

In the dispute now before us it appears that the carrier went to extremes in affording junior employes opportunity to qualify (in preference to senior employes) by providing instruction and training for a period in excess of that granted by the rules in order for the junior employe to qualify on the position advertised, which under the principles of seniority should have been offered to the senior employe then holding the position.

AWARD

D. H. Cox should be afforded the same opportunity to qualify as inspector welder as was given E. Y. Blunt.

Claim for compensation denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 10th day of November, 1939.