

Award No. 409

Docket No. 427

2-MP-BM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That others than boilermakers are performing work on flues in front end of engines at North Little Rock, Arkansas, in violation of Rule 62 and should be discontinued, and employes affected compensated for time involved.

EMPLOYEES' STATEMENT OF FACTS: At North Little Rock, Arkansas, December 8, 1938, helper was used in front end of engine 6613 to designate flues needed and shove them in flue holes, also on January 23, 1939, in engine 6624, thereby displacing boilermakers.

POSITION OF EMPLOYEES: Rule 62, current agreement, provides for all flue work to be performed by boilermakers in both firebox and front end. The management in assigning helpers to work in the front end of engines to pick out the flues to be used, and shoving them in the holes to the mechanic in the firebox to set, is violating the intent of the agreement and discriminating against the boilermakers.

It has always been and is now considered on all railroads, that the part of the work connected with putting flues in a boiler, from the front end, the naming of the lengths and sizes and shoving them in the holes to be set is boilermakers' work. In support of this claim Exhibits A to D are statements of employes on other roads and employes at Little Rock who are familiar with how this work is handled.

Mr. Garber in his letter of January 27, 1939, says a class (a) boiler-maker did the actual flue work in the front end, a helper being used to pass the flues from the flue wagon to a helper in the front end. This is not in conformity with the agreement, as it states "all flue work in front end," and this means the handling, and driving them in to be set and designating sizes and lengths.

The helper on the ground passing the flues from the flue wagon was properly assisting the boiler-maker. The helper in the front end receiving the flues and entering them in the hole and driving them back to the boiler-maker to set, was displacing a boiler-maker on work plainly covered in Rule 62 as all flue work in the front end.

In support of our position, we feel that this Honorable Board will sustain us, and properly award the flue work in the front end to the boiler-makers.

CARRIER'S STATEMENT OF FACTS: North Little Rock, Arkansas, roundhouse—engine 6613 had 62 small and one superheat flues removed that a patch could be applied to the throat sheet. In returning the flues to place, the majority of which were behind the steam pipe, it was necessary to pass the flues into the boiler by way of the superheat flue hole and then transfer to the smaller holes.

A class A boilermaker was in the fire box to set the flues; the flues were passed from the flue wagon by a boilermaker helper to a boilermaker helper in the front end, who passed them through the superheat flue hole to a helper on the inside of the boiler, who transferred the flue to the hole designated by the boilermaker in the fire box. The application of all the flue work in the front end was performed by the boilermaker-mechanic other than passing the flues from the flue wagon to the place where they were actually applied.

The following rule of wage agreement governs the work performed by boilermaker helpers:

“Rule 28. Helpers when working with mechanics or apprentices will perform service to the full extent of their capabilities.”

POSITION OF CARRIER: In the presentation of this case the employes contend that the passing of the flues from the flue wagon to the boilermaker in the fire box who actually set the flues is work of either class A boilermakers or class B boilermakers under Rule 62 (a) and (b) of wage agreement, presumably relying upon that part of the rule reading:

“Rule 62. (a) Boilermaker's work, including regular and helper apprentices, shall consist of laying out, building or repairing boilers, tanks and drums; inspecting boilers and staybolts; patching, riveting, chipping, calking, flanging and flue work in fire box; * * *”

or Rule 62 (b) that provides in part:

“* * * all flue work in front end * * *”

A class A boilermaker actually performed all the flue work in the front end.

Under our schedule rules it is our practice to require boilermaker helpers to pass flues to the mechanics.

With respect to employes' contentions that Samuel Yates, boilermaker, on night shift be compensated for four hours (86¢ per hour) account the helper passing the flues to a mechanic on this particular job. This work was done by the day force; Yates is a boilermaker-mechanic on the night shift. There are no grounds under any schedule rule or practice that would support the employes' contentions that a man on the night shift be given a monetary allowance of four hours' pay, irrespective of what work was performed by the boilermaker craft on the day shift. In other words, should your Honorable Board sustain the employes' contentions that the work performed by these helpers is that properly coming within the classification of mechanics, which would, in effect, change the established practice under our rules, there could be no justification whatsoever to penalize the carrier by awarding a monetary allowance to a boilermaker on the night shift for a job that was handled by the boilermaker craft on the day shift.

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.

Rule 62 provides that flue work in front ends must be performed by boilermakers.

The evidence of record does not sustain the employes' position that the work complained of was actually flue work as the term is usually understood.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 18th day of December, 1939.