

**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 Boilermaker E. W. Roberts, Concordia, Kansas, be compensated for all time lost due to being furloughed April 13, 1939.

POSITION OF EMPLOYEES: On April 13, 1939, force was reduced at Concordia, Kansas, one boilermaker, one boilermaker helper, one machinist, two machinist helpers. Immediately this force reduction became effective, duties of machinist and foreman were extended to include work ordinarily performed by boilermaker and helper as provided in Rules 62 (a) and 63 of wage agreement. The move was made by management subject to Rule 26 (b) of the wage agreement that permits "At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary."

It is our contention that Concordia has never been classed as an outlying point, having adequate facilities to handle all classes of work that may be necessary to properly inspect and repair locomotives. It is also our contention that the engine handling at Concordia, Kansas, as shown by a check from January, 1938 to July, 1939 (Exhibit A), does not substantiate management's claim that due to change of one run and the arrangement to get monthly inspections on 2300 class engines and one class engine at Atchison, the duties of the boilermaker were reduced to such an extent he was no longer needed, and his work could be delegated to the foreman and the machinist under Rule 26. In getting the monthly inspections at Atchison, very little work was taken from the boilermaker, as these only run 6 to 8 a month and were the least part of his work and in order to work these engines to and from Atchison it was necessary to cut them in and out on the passenger run, giving him the same number of engines to work.

Management gives as another reason for this furlough rearrangement of power on Prosser Branch. Check of operations on this branch reveals only change made was to substitute 400 class engines for 100 class formerly used, making no change in engine handling.

It is our contention that the intent and meaning of Rule 26 (b) was not to create outlying points from terminal point, but to take care of such conditions as existed at points where no repair facilities were maintained, such as interchange points or where runs might tie up over night. If management's contention is sustained, any roundhouse point away from the large backshops could be designated an outlying point and if the engine handling fell off as much as one engine a day then one craft's work could be discontinued, or all crafts for that matter, and delegated to other craft or the foreman.

With respect to the application of the aforementioned Rule 26 (b), this is a rule handed down by the United States Railroad Labor Board in a dispute between the Chicago and North Western Railway Company, et al, versus Railway Employees' Department, A. F. of L. (Federated Shop Crafts). The decision is contained in Addendum No. 6 to Decision No. 222, Docket 475 dated Chicago, Illinois, November 29, 1921, and the rule of our current wage agreement i. e., 26 (b), is identical with that handed down by the United States Railroad Labor Board, except the omission of the parenthetical phrase therein "to be mutually agreed upon," which by mutual agreement as between this carrier and its employees, was omitted.

Concordia, Kansas, is an outlying point made so by operating conditions of the carrier to handle its business in this territory. The mechanical force at that point now consists of but seven men (see statement of facts), as compared with a normal force of 14 prior to the rearrangement of engine terminals. Light running repairs only are made to the switch engine that works at Concordia and the 100 class engines on the tri-weekly Prosser District red ball freight run. Heavy repairs required on these engines are performed at Atchison.

There has heretofore been no dispute as between the carrier and its employees growing out of the application of this Rule 26 (b), however, in a dispute covered by your Award No. 316, Docket No. 317, the application of the first paragraph of this Rule 26 was involved and in this award your Honorable Board made reference to the practical application of the rule in its entirety, both paragraphs (a) and (b). In this case, your Honorable Board expressed an opinion on the right of substituting foremen for mechanics to do mechanic's work and in your opinion an implication was very forcibly made that in instances where work had decreased substantially, not requiring the services of all mechanics (mechanics of the various crafts such as machinists, boilermakers, etc.), the carrier would be justified in reducing the force even to the point of having one mechanic on part time. This is the situation at Concordia. The work did decrease substantially by reason of change in engine assignment and the mechanical force who handles the repairs necessary to its equipment at Concordia was established to meet these requirements, and this necessitated the retention in service of a force of mechanics consisting of a machinist, machinist helper and a car inspector, which force, under Rule 26 (b) of the agreement, are permitted to perform the work of any craft that may be necessary so far as they are capable of doing so.

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.

The evidence of record shows that a force of only seven employees, including one machinist and one car inspector, is maintained at Concordia, and that heavy repairs necessary on the locomotives that turn and are dispatched from that point are made at Atchison.

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.