

Award No. 411

Docket No. 429

2-MP-BM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That the assignment of helpers to remove and replace pressed steel front end rings at North Little Rock, Ark., is a violation of Rule 62 (a), and that boilermakers so displaced be compensated.

EMPLOYES' STATEMENT OF FACTS: That on January 19 and 23, a helper was assigned to replace pressed steel front ends on engines 6603 and 6610 at North Little Rock. On March 8, 1939, a helper was assigned to remove front end ring on engine 6612.

POSITION OF EMPLOYES: It is the employees' contention that in permitting helpers to remove and replace pressed steel front end rings at North Little Rock, management is violating provision of special Rule 62 (a).

"Rule 62. (a) Boilermaker's work, including regular and helper apprentices, shall consist of laying out, building or repairing boilers, tanks and drums; * * * building and repairing steel cabs; laying out and fitting up any sheet iron or sheet metal work made of 16-gauge iron or heavier in connection with boilermakers' work, including pressed steel fronts and doors (except as provided in rule 62 B), * * *."

In this case before this Honorable Board involving claimed violation, one boilermaker and two helpers were assigned to apply the front ends to engines 6603 and 6610. The boilermaker was working on one side of the engine running on nuts and tightening them up; one helper was working on the other side doing the same job, each with a separate set of tools; the other helper being used inside to lay up the ring and hold the heads of the bolts that might turn.

The management takes the position that the helper doing mechanic's work was within Rule 28:

"Helpers when working with mechanics or apprentices will perform service to the full extent of their capabilities."

It was not the intent of this rule to use helpers with mechanics doing mechanics' work, but to use them to assist the mechanic to the full extent of their ability.

In this case, the helper was working independently of the mechanic, not assisting him, as he was on the opposite side of the front of the engine doing the same work as the mechanic.

that Boilermaker Yates be compensated for four hours' pay at the boiler-maker's rate of 86¢ per hour for the work performed by the helper with a boilermaker-mechanic on engine 6610 January 23, 1939.

Aside from the dispute between the carrier and employes as to the application of Rules 28 and 62 (a) to the work performed by the boiler-maker and helper on these two specific dates, there is no rule whatsoever in our wage agreement that would support the employes' claim that Messrs. Dehmer and Yates be paid for a four hour call each. These two men have no connection with this case; matter of fact, both Dehmer and Yates work on the night shift, whereas Terhune is on the first shift, and even though the work of helping the mechanic tighten the bolts should be decided by your Honorable Board as being boiler-maker's work, there certainly could be no justification in paying two other men who were not on the job or not available to work on the job a monetary allowance of four hours each. Both Dehmer and Yates worked on their respective night shift assignments January 19th and 23rd, and were allowed eight hours' pay for the work they performed on these two dates.

The dispute in this case is:

The employes contend that work of tightening the bolts by the helper was mechanic's work, whereas the carrier's position is that the mechanic started the nuts on all bolts and his helper helped him tighten them.

Should your Honorable Board decide that the tightening of bolts was mechanic's work, this would have the effect of placing an interpretation upon our schedule rules at variance with our past practices thereunder. There certainly would be no justification whatsoever in penalizing the carrier by awarding monetary allowances to mechanics who were not available to perform the work if it be decided that it is mechanic's work, and it would be utterly impracticable to assume that the job of assisting another mechanic in tightening the bolts on an engine undergoing repairs would be held open while a mechanic who had worked on the night shift could be called from his home during the day time to help another mechanic tighten a few bolts on the front end of an engine.

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 of boilermakers' special rules reads in part:

"* * * includes pressed steel fronts and doors * * *."

The circumstances of record in the instant case do not support the employes' claim.

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.