

Award No. 574

Docket No. 550

2-ACL-BM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That the two senior boilermakers employed at Emerson shops, Rocky Mount, N. C., receiving 87¢ per hour, should be compensated at the rate of time and one-half account boilermakers' work being performed by two boilermaker helpers June 10, 1940.

EMPLOYES' STATEMENT OF FACTS: In applying stay-bolts in a fire box the holes are tapped and the stay-bolts are screwed through the inside and outside sheets of the fire box. The stay bolts are run through the side sheets with an air motor, extending through the sheets the proper length so that a head may be driven on each end of the stay-bolt. A boilermaker and helper are used on the inside of the fire box to run the stay-bolts through the side sheets with an air motor. A boilermaker or an apprentice should be assigned to signal when the bolts extend through the outside sheet the proper distance to form a head. In Tampa, Florida, and Waycross, Georgia, shops, boilermakers or their apprentices are used on the outside of the fire box to signal the boilermaker on the inside when to stop the stay-bolts. In Emerson shops, Rocky Mount, N. C., boilermaker helpers are used.

On June 10, 1940, Mr. Dudley Lacy, lead-boilermaker, assigned Robert Edwards and Andrew Atkinson to stop and set stay-bolts being applied to Engine 1537, at Emerson shops, Rocky Mount, N. C., making eight hours each on this assignment as of June 10, 1940.

POSITION OF EMPLOYES: A similar claim was first handled with the carrier on December 5, 1938, when conference was held with Mr. F. S. Robbins, general superintendent motive power, who agreed that the stopping of stay-bolts was boilermakers' work, as shown in Exhibit 'A,' submitted, a letter from Mr. F. S. Robbins under date of March 28, 1939.

On April 18, 1940, a conference was held with Mr. C. S. Taylor, superintendent motive power, Northern Division, regarding the continued violation in assigning boilermaker helpers to this work. Exhibits "B" and "C," submitted, are copies of letters handed to Mr. Taylor in conference. When Mr. Taylor's attention was called to Mr. Robbins' instructions regarding the stopping and setting of stay-bolts, Exhibit "A," he handed the letters back and refused to discuss the matter further.

Under date of May 4, 1940, the claim was handled with Mr. F. S. Robbins, general superintendent motive power, Exhibit "D" submitted. Receiving no answer the matter was again handled with Mr. Robbins under date of June 5, 1940, Exhibit "E" submitted, and at this date Mr. Robbins has declined to set date for conference or reply to letters.

(e) Helpers when used in any way in connection with mechanics work shall in all cases work under the orders of the mechanic, both under the direction of the foreman.

POSITION OF CARRIER: There isn't any grievance according to the rules of the agreement existing on this property in connection with the claim as made as there isn't any employe who believes he has been unjustly dealt with endeavored to make an adjustment with his immediate foreman as per Rule 19, Paragraph (a) of existing agreement.

Rule 19—Grievances—Paragraph (a)

(a) An employe who believes he has been unjustly dealt with shall endeavor to make an adjustment with his immediate foreman.

This complaint originated by the local committee at Emerson shops, Rocky Mount, N. C., when the boilermakers assisted by their helpers were applying staybolts in a new fire box. The method used was as follows:

The boilermaker was inside of the fire box screwing in the staybolts using an air motor to run the staybolts in and through both inside and outside sheets, and had his helper on the outside who signals him by tapping on the sheet when the staybolt is through the outside sheet.

After the staybolts are thus screwed in the boiler, the boilermaker then goes to the outside and has his helper to go inside and by signals the boilermaker instructs the helper how to move each individual bolt to have the proper amount of stock on the outside for driving or riveting the staybolt to make a correct head on the outside of the fire box. This method is shown by affidavit from Mr. E. J. Pitt, boiler foreman, as Exhibit "A," and D. B. Lacy, lead boilermaker, as Exhibit "B."

The committee is contending that the work performed by helper is boilermakers' work and carrier contends there is no violation of the rule, as the practice for boilermaker helpers to assist in applying staybolts is helpers' work and the method used at Emerson shops, Rocky Mount, N. C., comes within the scope of Rule 204 as helpers' work.

There is no misunderstanding as to the classification of work assigned to boilermakers and helpers even in this complaint as the helper was working under orders from the mechanic and both under the direction of the foreman and is fully supported by Rule 27, Paragraph "E" as shown in the Carrier's Statement of Facts.

This is not a complaint of any new operation, as this method of applying the staybolts has been in practice for over 30 years and is fully supported by the rules of the agreement.

With reference to the claim that the two senior boilermakers employed at Emerson shops, Rocky Mount, N. C., receiving 87¢ per hour should be compensated at the rate of time and one-half, there could not be any justification for that claim as helpers perform the work and comes within the scope of the rule of the agreement for helpers and helper under orders of the boilermaker. However, the attitude is plainly exhibited as the unjustifiable claim is given first consideration.

Carrier contends that there has been no violation of the rules of the agreement. Carrier is supported by previous decision of the Board in Award 411, Docket 429.

Therefore, carrier respectfully requests the National Railroad Adjustment Board to deny this claim.

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.

AWARD

(a) The "setting" of staybolts, at proper length for driving, is mechanics' work.

(b) Claim for compensation is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 21st day of February, 1941.