

Award No. 772

Docket No. 708

2-CRI&P-BM-'42

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYES: (A) That at Silvis, Illinois, on May 19, 1941, the carrier violated Rule 51 and Rule 73 of the current agreement, by reason of declining to assign a boilermaker helper to accompany Boilermaker Belfy to Eldon, Iowa, and using a machinist helper to help Belfy repair engine No. 1504.

(B) That Boilermaker Helper Harry Canterbury be compensated at sixty cents per hour for 31¼ hours, under Rule 11 of the current agreement, on account of the aforesaid violation.

EMPLOYES' STATEMENT OF FACTS: That Boilermaker John Belfy and Boilermaker Helper Canterbury are employed by the carrier at Silvis, Ill. shops.

On May 19, 1941, the carrier sent Boilermaker John Belfy to Eldon, Iowa, to perform M. P. 51 inspection on engine 1504 and to repair such defects as his inspection developed.

The carrier refused to send a boilermaker helper along with Boilermaker Belfy to help him perform the work at Eldon. The carrier did, however, assign a furloughed machinist helper at Eldon to help Boilermaker Belfy perform said work on engine 1504.

No boilermakers or boilermaker helpers are maintained at Eldon, Iowa, by the carrier. Boilermaker Belfy, for this trip to Eldon and his services, was paid for 31¼ hours.

POSITION OF EMPLOYES: Rule 51, of the agreement effective October 1, 1935, and the rule in effect at the time the instant case originated, reads as follows:

HELP TO BE FURNISHED

Mechanics and Apprentices will be furnished sufficient competent help. When experienced helpers are available they will be used in preference of inexperienced men.

The employes hold that the language of this rule, even though it is the language of a general rule covering all crafts, cannot be construed to mean

has to do with hiring or promoting employes to positions of helpers. This second sentence, for instance, covers men who might at one time have worked as a helper, but who have lost their helper rights, and there is opportunity again for employment as a helper. Such a man, under Rule 51, would be given preference over an inexperienced man for employment. An almost identical rule has appeared in every negotiated agreement covering shop employes on this property, at least since the National Agreement. Our understanding of the rule is sustained by Assistant Director McManamy in interpretation of January 23, 1920 to Rule 54 of the National Agreement, which is similar to our Rule 51.

There were no boilermaker helpers or other experienced helpers available on May 19, 1941, at Eldon, Iowa, the point where the inspection was made. The claimant holds seniority rights only at Silvis, Illinois; he does not hold seniority at Eldon, and, therefore, was not deprived of any rights. He actually worked as a second class boilermaker and was paid as such at Silvis roundhouse on May 19, 1941. Hence, he was not deprived of employment, in fact he worked on a higher-rated position.

The employes also base their claim on Rule 73 of the agreement of October 1, 1935. This rule is applicable at the point where boilermaker helpers are employed and on duty, but it does not make it obligatory to assign a boilermaker helper to assist a boilermaker sent out to inspect and/or repair locomotives at another point. The employe at Eldon, Iowa, who did assist the mechanic, was paid as a boilermaker helper. He did not deprive any boilermaker helper holding seniority at Eldon of work. There was no boilermaker helper holding seniority at Eldon, Iowa available at that point.

It is recognized under Rule 31 of the agreement of October 1, 1935, that where there is not sufficient work to justify employing a mechanic of each trade, the mechanic or mechanics employed at such points will, as far as capable, perform the work of any trade that may be necessary. Hence, if there was not sufficient work at Eldon to employ a boilermaker, a machinist, for instance, if he were capable, could under this rule perform boilermakers' work. It follows that if there is not sufficient work to justify employing a boilermaker helper at Eldon, Iowa, a machinist helper or any other employe in the mechanical department should likewise be permitted, if he were capable, —and in this case he was,—to perform boilermaker helpers' work.

In fact, there is no rule in the agreement which even requires the carrier to send a **boilermaker** to a point where he does not hold seniority to inspect or repair one locomotive a month. At points where inspection of fifteen or more locomotives is required per month, then a mechanic is to be assigned, but even under these circumstances a **foreman** or travelling boiler inspector, under Rule 77, can inspect any number of locomotives.

In the absence of any rule which would sustain the employes' contention in this case, claim has no merit, and it should be declined.

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.

There is nothing in the agreement that would require the sending of the claimant 121 miles into a different seniority district.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 5th day of May, 1942.