

Award No. 831
Docket No. 749
2-CRI&P-BM-'42

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

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

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY

(Frank O. Lowden and Joseph B. Fleming, Trustees)

DISPUTE: CLAIM OF EMPLOYEES: Under the controlling agreement and practice, Boilermaker W. L. Northcutt of Cedar Rapids, Iowa, is entitled to compensation in the amount of fifteen and three-quarter (15¾) hours at the differential rate of one dollar and one cent (\$1.01) per hour account Machinist W. W. Brown being assigned to perform M.P. 51 Inspection work on Engine 235, at Burlington, Iowa, on Monday, January 12, 1942.

EMPLOYEES' STATEMENT OF FACTS: At Burlington, Iowa, on Monday, January 12, 1942, the carrier assigned Machinist W. W. Brown to perform M.P. 51 boiler and stay-bolt inspection on switch engine No. 235, and which assignment required Machinist Brown to swear to the Federal Inspection Report covering work recognized as Cedar Rapids boilermakers' work by definite past practice and within the meaning of the controlling agreement.

No boilermakers are employed at Burlington, Iowa by the carrier, but boiler M.P. 51 inspections have been regularly performed at Burlington by the Cedar Rapids boilermakers.

Boilermaker W. L. Northcutt, as well as other boilermakers, has always been sent by this carrier from Cedar Rapids, Iowa to Burlington, Iowa, a distance of approximately ninety-eight miles, to perform M.P. 51 locomotive boiler inspections and repair work incidental thereto.

Boilermaker W. L. Northcutt is regularly employed as such on the first shift from 8:00 A. M. to 4:30 P. M., six days per week at Cedar Rapids, Iowa by the carrier.

Boilermaker W. L. Northcutt worked his regular hours on January 10, 12 and 13, 1942, and thus was available for serving the carrier on this inspection work at Burlington, Iowa on Sunday, January 11, 1942.

POSITION OF EMPLOYEES: The employees hold that M.P. 51 and other boiler inspection work requires certain knowledge and skill that unfortunately even certain of our otherwise skilled boilermakers in our shops do

There is no rule in the agreement which requires we send a boilermaker from one point to another point, where no boilermaker is employed or holding seniority, to inspect a locomotive, as in this case.

There is a definite rule in the agreement of September 15, 1941—Rule 70—which makes it mandatory that the carrier use a boiler inspector at all points where monthly stay-bolt and boiler inspection of **fifteen or more engines** is required. **Burlington is not a point where fifteen or more engines are inspected each month.**

The employees indicate they will rely on Rules 10 and 64 of the agreement of September 15, 1941. Rule 10 says nothing whatever about the carrier being required to send a boilermaker from one point to another point where a boilermaker is not necessary; where there is no boilermaker holding seniority and none employed. It is a rule which outlines how payment is to be made **if and when an employee is used as outlined in the rule.** It is a pay rule—not a requirement rule. Rule 64 was not violated. That rule applies to points where boilermakers are employed and on duty. It does not provide we must send boilermakers out to points where there is not sufficient boilermaker's work to justify employing a boilermaker. The third paragraph of Rule 27 and interpretation thereto is the paragraph which clearly provides the method of handling the work followed by the carrier at Burlington on January 12, 1942.

The claim is not supported by any rule in the agreement and it should be denied.

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 third paragraph of Rule 27 of the agreement dated September 15, 1941, expressly provides as follows:

“At 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.”

Since no boilermakers are employed at Burlington, Iowa, by the carrier; since no distinction is made in the rule between boilermakers and other mechanics or between boiler inspection and other boilermakers' work; and since Machinist Brown was found to be capable of doing the work required in this instance, his assignment to perform M.P. 51 inspection work on Engine 235 on January 12, 1942, did not constitute a violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 13th day of October, 1942.