

Award No. 900

Docket No. 857

2-StLSW-BM-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

**ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
OF TEXAS**

DISPUTE: CLAIM OF EMPLOYEES:

1. That on and since December 1, 1941, the carrier has violated the controlling agreement and Rules 33-1 and 50 thereof by:

- (a) The refusal to assign boilermakers to use the punching and shearing machinery in connection with performing boilermaker's work.
- (b) The assignment of boilermaker helpers regularly classified and so paid to the exclusive operation of punching and shearing machinery on fire box sheets, wrapper sheets, sheets for tanks, patches, etc.

2. That in consideration of the aforesaid violations, the carrier be ordered to:

- (a) Cease and desist from the assignment of boilermaker helpers to perform the aforesaid work.
- (b) Assign boilermakers to their inherent right to operate punching and shearing machinery in connection with punching and shearing patches, fire box sheets, wrapper sheets, sheets for tanks and all similar skilled boilermaker's work.

EMPLOYEES' STATEMENT OF FACTS: This dispute involves work formerly performed by skilled Helper A. L. Seifert, Pine Bluff, Arkansas, who on December 1, 1941 was promoted to temporary mechanic account of shortage of mechanics due to National Defense Program. As soon as his promotion went into effect the carrier removed him from the machine and placed him out in the gang doing general boilermakers' work. They then put regular helpers on this machine to do all punching and shearing.

On new work, side sheets for tanks are gang drilled by helpers, not punched. The act of punching holes in firebox sheets by helpers when renewing fireboxes does not come within the terms of shaping and forming as provided in Rule 50 quoted in carrier's statement of facts. Such sheets, after being punched, are shaped and formed by mechanics.

Rule 52, quoted in carrier's statement of facts, provides:

“. . . and all other work recognized as boilermaker helpers' work on the railroad of St. Louis Southwestern Railway Company, Debtor, operated by the Trustee.”

The work complained of by the employes has been performed by boilermaker helpers and recognized as boilermaker helpers' work since A. L. Seifert was employed as a helper on December 4, 1922, or a period of twenty years; this period of time should be sufficient to prove that such work has been recognized as helpers' work.

The request of the employes is not justified by rules in effect, or the recognized practice of at least twenty years' standing, therefore the carrier requests that the claim of the employes 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 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.

The work of shearing and punching on patches, firebox sheets, wrapper sheets, sheets for tanks and similar work is found to be “shaping and forming” within the meaning of Rule 50.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 7th day of June 1943.