

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (Boilermakers)**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY CO.
CHICAGO, ROCK ISLAND AND GULF RAILWAY CO.**

DISPUTE: CLAIM OF EMPLOYEES: That Rules 71, 72 and 73 current Agreement between aforesaid parties was and has been violated since August 27, 1937, in the furloughing of First Class Boilermaker E. T. Hopkins and the retention of Second Class Boilermaker Bert Goodwin in the service; and that he (Goodwin) should be furloughed and Hopkins returned to service and compensated for all time lost since that date.

EMPLOYEES' STATEMENT OF FACTS: On August 27, 1937, First Class Boilermaker E. T. Hopkins was furloughed at Pratt, Kansas and Second Class Boilermaker Bert Goodwin was retained in the service.

Rule 70. BOILERMAKERS—QUALIFICATIONS:

"Any man who has served an apprenticeship, or has had four (4) years' experience at the trade, who can with the aid of tools, with or without drawings, and is competent to lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner shall constitute a boilermaker."

Rule 71. BOILERMAKERS—CLASSIFICATION OF WORK:

"Boilermakers' work including regular, special and helper apprentices, shall consist of laying out, flanging, building and repairing of boilers and fire boxes, patching, chipping and caulking, inspecting boilers and staybolts, applying arch pipes, driving of staybolts and driving rivets 3/8 inch and over; laying out and fitting sheet iron or steel metal work in connection with boilermakers' work; building new steel cabs, pressure tanks and drums, locomotive tender cisterns, steel underframes and ash pans, setting of flues in fire boxes, operating rolls in connection with boilermakers' work.

It is understood that present practice in performance of work between boilermakers and carmen will continue.

Second class boilermakers now setting flues in fire boxes will remain on this work until positions become vacant, when this work will be performed by boilermakers or apprentices.

Electric and oxy-acetylene welding and operating cutting torch, on all work generally recognized as first-class boilermakers' work, and all other work recognized as first-class boilermakers' work.

On running repairs, boilermakers may connect or disconnect any wiring, coupling or pipe connections necessary to make or repair machinery or equipment."

Supplementing the above Statement of Facts, Exhibits A, B and C will be found as concrete evidence that the second-class man has not been exclusively engaged on his own class of work. In reading Exhibit C, it will be noted that he is now being used on work belonging to the laborers.

CARRIER'S STATEMENT OF FACTS: We have two first-class boiler-makers with seniority at Pratt, Kansas; Reggie L. Plush, with seniority date of October 11, 1925, and Edwin T. Hopkins, seniority date August 6, 1927; and one second-class boiler-maker, Bert J. Goodwin, seniority date March 16, 1925. E. T. Hopkins entered the service of the Rock Island as boiler-maker at El Dorado, Arkansas, March 31, 1924, transferred to Liberal, Kansas, August 16, 1926, and to Pratt, Kansas, August 6, 1927, and has worked as opportunity offered at Pratt, Kansas, and, when not working as boiler-maker at Pratt, has worked at times at other points; was last cut off in force reduction at Pratt, Kansas, September 1, 1937, worked at Silvis, Illinois, back shop and roundhouse, November 29, 1937, to December 27, 1937.

Bert J. Goodwin entered the service as boiler-maker helper October 30, 1922, and under the revised Agreement of March 16, 1925, he was reclassified as a second-class boiler-maker and has continued to work in that classification since that date, and is at present employed at Pratt, Kansas. On January 22, 1928, while on duty, he was struck in the right eye by a piece of metal. His eye became infected and he gradually lost the sight in this right eye, losing sight in same entirely in July, 1929.

POSITION OF CARRIER: There is not sufficient first-class boiler-maker's work at Pratt, Kansas, to require the steady service of more than one boiler-maker except in seasons when increase of business account of local grain or through fruit and vegetable shipments make it possible to add additional force at this point. It is an intermediate terminal, the principal locomotive repairs being made at Dalhart, Texas, and Herington, Kansas.

There is sufficient work under Rule 72 to permit the assignment of the second-class boiler-maker. An additional first-class boiler-maker is used when there is sufficient work to justify such assignment and for relief purposes when the regularly assigned first-class boiler-maker, Mr. Plush, lays off. There has been no violation of Rules 71, 72 and 73 of the Agreement, and the claim 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.

Sufficient factual information was not supplied the Division in this case upon which a decision could be predicated.

AWARD

Dispute remanded to the parties for the purpose of making a joint investigation of the facts so that disposition of the dispute may be arranged in conformity with the rules of agreement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 23rd day of November, 1938.