

Award No. 408

Docket No. 426

2-MP-BK-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (BLACKSMITHS)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That on December 20, 1938, Bulletin No. 127 (force reduction notice), posted Poplar Bluff, Missouri, effective with close of shift Saturday, December 24, 1938, following reduction will be made in force: 1 blacksmith, A. A. Barnes, together with sixteen other employes of various crafts; that Blacksmith A. A. Barnes be compensated for three days' pay account boilermakers and maintenance of way employes performing work generally recognized as blacksmiths' work and covered by our Special Rule 88 (a), current agreement, during period force reduction.

EMPLOYEES' STATEMENT OF FACTS: A. A. Barnes, blacksmith, employed at Poplar Bluff, Missouri, was laid off by indefinite force reduction notice, Bulletin No. 127, effective quitting time Saturday, December 24, 1938, at which time Mr. Barnes, blacksmith, had material cut to make roundhouse door hinges, brace rods, and door stops, and had made nine door hinges when laid off. December 28, 1938, Mr. Barnes was at shops and found boilermakers had made overflow and feed pipe clamps for engine 5313 and on engine 5344 boilermakers straightened knee braces and made new one. Same date found maintenance of way men had made sixteen roundhouse door hinges, and seven more to make. December 27 to 30, 1938, maintenance of way employes made considerable number of door brace rods and door stops; other blacksmiths' work was done on which Mr. Barnes was unable to furnish engine number and dates performed or who performed work. Mr. Barnes immediately protested the violation to Mr. J. J. McGowan, general foreman, requesting he stop boilermakers, other crafts, and maintenance of way employes from performing blacksmiths' work. Mr. McGowan declined Mr. Barnes' request.

POSITION OF EMPLOYEES: It is the contention of the employes that Rule 88 (a), current agreement, which in the instant case has been violated, is very clear in its position—paragraph (a) providing that blacksmiths perform specific work generally recognized as blacksmiths' work, such as welding, forging, heating, shaping and bending of metal; welding, forging, heating, shaping and bending of metals consist of all operations in manufacturing all metal parts mentioned herein in construction and repairing roundhouse doors, and replacement of parts to locomotive.

"Rule 88 (a) Blacksmiths' work, including regular and helper apprentices, shall consist of welding, forging, heating, shaping, and bending of metal; tool dressing and tempering; springmaking, tem-

As aforesated, the rules of this agreement apply specifically to those who perform the work specified in the agreement in the **maintenance of equipment department**. The work of making hinges for the roundhouse doors was not a function of the maintenance of equipment department, but of the maintenance of way department; therefore, Rule 88 (a) of wage agreement with System Federation No. 2, Railway Employees' Department, A. F. of L., Mechanical Section thereof, is not applicable in any manner whatsoever, as this rule governs the classification of work assigned to blacksmiths in the maintenance of equipment and not the maintenance of way department.

Regarding the employees' contentions that blacksmiths should have performed the work that was performed by boilermakers in making overflow and feed pipe clamps for engine 5313 and making of new braces and straightening knee braces on engine 5344. This entire job consumed about ten minutes—certainly not sufficient to justify calling a laid off blacksmith to perform it. It has long been the established practice, and heretofore without complaint from the employees, that in emergencies, such as occurred in this instance, mechanics of other crafts working at the point perform the work, so far as they are capable, of any craft that may be necessary to meet the emergency situation. There is, of course, no intent to enlarge upon this practice, it being resorted to only in emergency. Insofar as this particular case is concerned mention might be made of the fact that when the blacksmith was laid off December 24, 1938, it was not the intention to restore the position until the next month; however, on December 29, it was found that an accumulation of blacksmith work had developed during the period the blacksmith had been off since December 24, which work involved the making of new cab grab iron. The blacksmith was restored to service on December 30, notwithstanding the fact that other employees involved in the lay-off of December 24 were not returned to service until the following month.

An allowance of eight hours' pay to the furloughed blacksmith for ten minutes' work performed in an emergency by a boilermaker mechanic is preposterous.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 dispute in the instant case rests solely on the objection to having other employees perform blacksmiths' work as outlined in Rule 88 (a).

The amount of blacksmiths' work performed by employees of another classification is sharply disputed; however, there is sufficient evidence of the violation of Rule 88 (a).

Blacksmith A. A. Barnes should be compensated for time thus lost in the manner shown.

AWARD

Claim sustained in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 18th day of December, 1939.