

Award No. 704

Docket No. 724

2-CRI&P-BM-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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, since September 15, 1941, the effective date of our current agreement, the carrier has violated and still is violating Rule 72 of that agreement by declining to assign two boilermakers or one boilermaker and a competent apprentice to the operation of a long-stroke hammer or an "air jack" hammer.

(B) That two such men should be so assigned, not only at Silvis, Illinois, but at all points on the system when and wherever such hammers are used, regardless of what use they are put to in connection with boilermakers' work.

EMPLOYES' STATEMENT OF FACTS: That this carrier has persistently refused to assign two boilermakers or one boilermaker and a competent apprentice at their Silvis back shops at Silvis, Ill., to the operation of either a long stroke hammer or an "air jack" hammer, claiming, in effect, that the rule does not mean what it says. Rule 72, covering this dispute, was agreed to during schedule negotiations on the agreement, effective September 15, 1941.

POSITION OF EMPLOYES: The employees hold that the language of Rule 72, quoted in part below, is clear as written and should need no interpretation whatsoever as it can mean only one thing, and that is that whenever and wherever an air hammer or an "air jack" hammer, capable of doing the things as outlined and spelled out in the rule, is used in connection with boilermaker work, two boilermakers or one boilermaker and a competent apprentice must be signed to operate such hammers.

Rule 72—Long Stroke Hammer—

"Two Boilermakers, or one Boilermaker and a competent Apprentice will be used to operate a long stroke hammer, that is, an air hammer capable of driving stay bolts or rivets three-fourths inch diameter or larger, or of expanding flues or tubes. * * *"

The language of the foregoing part of that rule is positive in nature and provides definitely that two such men will be assigned to operate a long stroke hammer. Then it goes on to define such hammers for the purpose of size or caliber, as being those capable of doing certain things. Most certainly there can be no mistake about that as it is written in clear and simple English language and should be readily understood by anyone.

about the present and past practice insofar as air jacks are concerned. They admit in the language underlined above that an air jack is not a long-stroke hammer.

The purpose of using two men on a long-stroke hammer where they can get into position to drive staybolts or rivets $\frac{3}{4}$ " in diameter or larger, is that both men manually "operate" or handle the hammer and each helps to control the hammer and absorb some of the hammer shocks. Where only one man can get into position, the second man would be of no benefit whatsoever in assisting in this work, as one man would be idle while the other was driving, resulting in a total of only eight hours' work for two men instead of sixteen hours' work. In operating air jacks this condition is not present, because as heretofore pointed out air jacks are held in place by air pressure resulting from a centering device entering the telltale hole of the staybolts and the other end is held in place against the buckboard. The employee merely controls the air pressure in the jack, so suspended, by use of a lever. If two men were assigned to the air jack they would merely take turns in operating a small lever. The employee does not hold the air jack and, therefore, absorbs no pounding whatever—the buckboard takes care of that.

The employees, we understand, contend also that Rule 72 provides that two men will be used to operate these "air jacks." Nowhere in the rule can such a provision be found. It never was in any rule. Neither does the rule provide that two men will be used on a long-stroke hammer driving staybolts and rivets less than $\frac{3}{4}$ " in diameter.

In conclusion, as previously indicated, the present practice on the railroad is the same as was in effect even under the National Agreement; no change from that practice was agreed to in our schedule conferences leading up to the adoption of Rule 72 and hence there is no violation of the agreement. Claim should be declined.

At the hearing, we may desire to present to the Board cuts or pictures of a long-stroke hammer and of air jack in operation to distinguish between them.

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.

Carrier in this instance contends that Rule 72, current agreement effective September 15, 1941, should be applied in the same manner as Rule 78 of the agreement effective October 1, 1935.

Rule 133 of the current agreement, September 15, 1941, definitely provides: "All rules previously in effect are by this agreement abolished."

Rule 72, current agreement effective September 15, 1941, is the governing rule in this dispute.

AWARD

Two boilermakers, or one boilermaker and a competent apprentice, will be used to operate an air hammer when driving staybolts or rivets $\frac{3}{4}$ " in diameter or larger, and to operate an air jack when used as an air hammer to do this work, except when the air jack is operated with a bucking board as a support.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd day of March, 1942.