

Award No. 1021
Docket No. 945
2-StLSF,StLSF&T-BK-'44

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BLACKSMITHS)

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

ST. LOUIS, SAN FRANCISCO AND TEXAS RAILWAY
COMPANY

(J. M. Kurn and Frank A. Thompson, Trustees)

DISPUTE: CLAIM OF EMPLOYES:

1. That since February 1, 1943, the carrier has arbitrarily assigned a third class blacksmith (helping-blacksmith) to operate the large bulldozer furnace in violation of the controlling agreement and Rule 45, second paragraph thereof.

2. That the carrier be ordered to assign a second class blacksmith to operate this large bulldozer furnace.

EMPLOYES' STATEMENT OF FACTS: At the west locomotive blacksmith shop, Springfield, Missouri, the carrier maintains and operates a large bulldozer and three forging machines. The capacities of these forging machines are 1½, 2½ and 3 inches, and they principally make bolts and small forgings. These forging machine furnace operators (heaters) are classified as second-class blacksmiths and paid an hourly rate of 80¢. The bulldozer furnace is the same size as the forging machine furnace, and the bulldozer furnace operator (heater) is classified as a third-class blacksmith (helping blacksmith) and paid an hourly rate of 68¢. Various locomotive and passenger coach parts are annealed or heat-treated in this bulldozer-large furnace, such as coach brake beams, locomotive eccentric rods and valve motion, including the heating of other material, varying in sizes upward to 1½ × 5 inches × 8 feet 6 inches and 1¼ × 6 inches × 7 feet 6 inches long.

The carrier declines the employees' request on the pretext this bulldozer furnace has never been classed as a large one and that a first-class blacksmith can be assigned to cover a position belonging to a second-class blacksmith. See letter dated April 8, 1943, signed by Mr. C. P. King, assistant to chief operating officer, Frisco Lines, submitted and identified as Exhibit A. The controlling agreement is dated effective October 1, 1937, Rule 45, second paragraph.

required to perform the duties of an employe receiving a lower rate, his rate shall not be changed. If one hour or less than four hours are worked, the higher rate shall be paid for actual time worked. When four hours or more are worked in any one day, the higher rate shall apply for his entire regular shift."

We consider the assignment of first-class blacksmith and helper is properly supported by the agreement; that there is no violation of Rule 45, as claimed by the employes, and your Board is earnestly requested to so find.

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 record does not contain, nor did subsequent information from the parties give sufficient evidence for this Division to determine whether second class blacksmiths' work was performed in the operation of the bulldozer in the instant case.

Rule 45 of the controlling agreement reads in part:

"* * * Heating on large fires, furnaces and heat treating furnaces: * * *"

and is clear and unambiguous that heating on furnaces is second class blacksmiths' work.

AWARD

Claim to be disposed of in accordance with above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 9th day of June, 1944.

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**INTERPRETATION NO. 1 TO AWARD NO. 1021,
DOCKET NO. 945**

NAME OF ORGANIZATION: Railway Employees' Department, A. F. of L.
(Blacksmiths)

NAME OF CARRIER: St. Louis-San Francisco Railway Company
St. Louis, San Francisco and Texas Railway Company
(J. M. Kurn and Frank A. Thompson, Trustees)

Upon application jointly submitted by the carrier and the representatives of the employees involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Section 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

Your request for an interpretation of Award 1021, claim of employees:

- "1. That since February 1, 1943, the carrier has arbitrarily assigned a third class blacksmith (helping-blacksmith) to operate the large bulldozer furnace in violation of the controlling agreement and Rule 45, second paragraph thereof.
2. That the carrier be ordered to assign a second class blacksmith to operate this large bulldozer furnace."

The Award being: "Claim to be disposed of in accordance with the above findings."

The employees claim that since February 1, 1943, the carrier has arbitrarily assigned a third class blacksmith (helping-blacksmith) to operate a large bulldozer furnace in violation of the controlling agreement and Rule 45, second paragraph thereof.

As stated in the findings, there was not sufficient information furnished this Division to determine whether second class blacksmiths' work was performed in the operation of the bulldozer in the instant case. Rule 45 of the controlling agreement provides that the heating on large fires, furnaces and heat treating furnaces is second class blacksmiths' work. The facts of the case should be determined and applied accordingly.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

**ATTEST: J. L. Mindling
Secretary**

Dated at Chicago, Illinois, this 25th day of July, 1944.