

Award No. 2857
Docket No. 2861
2-B&M-BM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Boilermakers)**

BOSTON & MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That the current Agreement was violated on August 24, 1955 when the Carrier assigned other than Boilermakers to remove and replace steps on Locomotive 1164 at the East Deerfield, Massachusetts Enginehouse.

2. That accordingly, the Carrier be ordered to compensate Boilermaker S. A. White four (4) hours pay.

EMPLOYEES' STATEMENT OF FACTS: The Boston & Maine Railroad, hereinafter referred to as the carrier, operates an enginehouse at East Deerfield, Massachusetts, 7 days per week three shifts each day.

Boilermaker S. A. White, hereinafter referred to as the claimant, is assigned to the first shift Monday through Friday, with rest days Saturday and Sunday. Boilermaker R. Parent is assigned to the third shift, Monday through Friday, with rest days Saturday and Sunday. There was no boilermakers regularly assigned on the second shift or on the first and third shifts on Saturday and Sunday.

The removing and applying of steps on diesel locomotives is assigned to and performed by the boilermakers during their regular tour of duty, Monday through Friday.

The carrier accepted and applied the terms of a jurisdictional dispute settlement between the boilermakers and machinists, under date of October 21, 1946, which gives the boilermakers the removing and applying and repairing of steps on diesel locomotives. Copy of this agreement is submitted herewith and identified as Exhibit A.

During the second shift on August 24, 1955 the carrier assigned machinists to remove and apply the steps on diesel locomotive No. 1164. The machinists do not claim the work involved in this dispute.

5. For the record, no boilermakers have been employed at this point since May 31, 1956. Any boilermakers' work, which is minute, is being performed by other mechanics, in accordance with Article VII of the August 21, 1954 agreement, which permits a mechanic of any craft to perform the subject boilermakers' work, due to there being insufficient work to justify employing a mechanic full time.

A jurisdictional agreement between the machinists and boilermakers, dated October 21, 1946, specifies that boilermakers will remove and apply side steps, but this has been applied only in instances where the side steps are to be actually repaired. It has not been applied to a simple removal necessary to do work of another craft such as in the instant case. Rule 48 in the current agreement, applying to machinists' craft, is evidence of the practice on this property, in paragraph reading:

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

The claim in this docket, traced back in history on this property, was and is a jurisdictional issue between two crafts. It originated in a claim based on the classification rules, was disposed of by jurisdictional agreement between the crafts, and was accepted and applied by the carrier as applicable only in cases involving actual repair of the side steps. Accordingly it is the carrier's position in the light of the latest awards of the Adjustment Boards that the machinists are necessary parties to this dispute and that before proceeding to consider the case the machinists should be given notice of the pendency of this case and opportunity to be heard, in accordance with the provisions of the Railway Labor Act, as amended, governing the jurisdiction of the National Railroad Adjustment Board. In the absence of action, carrier submits any award adversely affecting the machinists in the performance of the subject work would be void.

In view of the foregoing, the carrier respectfully requests that your Honorable Board decline this claim in its entirety.

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 respectfully 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 the dispute were given due notice of hearing thereon.

The instant claim is made in behalf of Boilermaker S. A. White for four hours pay at pro rata rate on the grounds carrier acted in contravention of Rules 26 and 60 of the controlling agreement, as well as the jurisdictional dispute agreement between the carrier and the boilermakers and machinists bearing date of October 21, 1946, when a machinist removed and replaced the side steps incidental to changing a set of trucks on Diesel Locomotive No. 1164 at East Deerfield Enginehouse on August 24, 1955.

With the exception of the involved work, the Board was confronted with a similar set of facts and circumstances in Award No. 2802 involving the same

parties. In that award the Board held that Rules 26 and 60, as implemented by a jurisdictional dispute agreement dated September 10, 1951, were controlling. We find the same to be true here with respect to the same rules and the implementing jurisdictional dispute agreement dated October 21, 1946.

AWARD

Claim sustained as per above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 15th day of May, 1958.