

Award No. 580

Docket No. 615

2-ACL-MA-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the agreement between the parties in dispute was violated when the carrier abolished assignment of engine inspector at Montgomery, Alabama, thus shifting the duties of such assignment on others than a machinist. That "engine inspection" as stated in Rule 102—Machinists' Classification of Work—is machinists' work and should therefore be restored to that craft and performed in accordance with the provisions of the agreement.

EMPLOYEES' STATEMENT OF FACTS: The position of engine inspector was an established assignment of long standing at Montgomery, Alabama, when mechanical employees went on strike in the year 1922. The assignment continued in force from the year 1922 until abolished by the following bulletin, dated October 14, 1939, bearing the signature of General Foreman R. H. Duncan:

"BULLETIN

To Machinists:

Effective five days from date the assignment of engine inspector in the roundhouse will be abolished and each machinist will do his own inspecting of locomotives."

When abolished, the assignment of engine inspector had been held continuously by Machinist L. L. Payne for a period of ten years. There are from seven to twelve engines a day handled through the Montgomery roundhouse for inspection, including three local switch engines and engines from outlying points.

Effective with the discontinuance of assignment of engine inspector, Roundhouse Foreman P. M. King immediately assumed the duties formerly performed by the regular assigned engine inspector. Mr. King meets incoming engines and with the assistance of a hostler makes tests on cylinder packing, rod pounds, driving box pounds, and the locating of other defects before placing engines in roundhouse. He also inspects tires, crossheads, ash pan rigging, for leaks in tanks, etc., in addition to which he assigns Boilermaker W. Z. Washington to the inspection of exhaust stands, steam pipes, superheater units, throttle boxes and dry pipes.

POSITION OF EMPLOYEES: Rule 27—Assignment of Work—reads in part as follows:

- "(a) Only mechanics and apprentices regularly employed as such will do the work as per special rules, except as otherwise provided for in this rule.

know that all locomotives received in Montgomery are fully inspected by the machinist and he makes out inspection report covering his inspection personally. He further follows up the work to see that it is properly done and then he signs the work cards certifying that the work has been completed." He further states, "The Foreman in charge does supervise this work, but, not to the extent of doing any of the machinist's work, or inspecting."

It is the policy of the carrier to assign an engine inspector at points where sufficient engines are handled to justify this, as we find it profitable to specialize mechanics when it can be consistently done. At points like Montgomery, Ala. where it is only necessary to inspect eight (8) to ten (10) engines per day, we are not warranted in assigning the machinist to do nothing else but inspection work and there is nothing in the agreement compelling the carrier to do this. To say that a foreman cannot look around an engine or have an engineer or hostler pump the engine to locate a blow or pound would just mean that he would not have any right to supervision over his men. We expect mechanics to be responsible for the work they perform, but a foreman must check the work done by the mechanics under him to see that it is up to standard and will not fail in service. Much poor and inefficient work is found by foremen and officials on engines that have been inspected and repaired by machinist and defects or improper work corrected before engines go out on their runs. To take away these rights from the management would in many cases create a catastrophe and would react badly on the work turned out of the shops and the performance of locomotives in service.

There is no merit whatever to the claim. We have shown that inspection work is done by machinists and carrier contends that there is no violation of the rules of the agreement.

Therefore, we respectfully request the National Railroad Adjustment Board to deny this claim.

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.

Rule 102 includes "engine inspection" as machinists' work.

Rule 27 (a) provides that "Only mechanics and apprentices regularly employed as such will do work as per special rules. * * *"

The rules of the agreement in effect do not require the regular assignment of a machinist to engine inspection work.

The necessary inspection or examination essentially a part of a supervisor's duties does not include inspection work as provided for in Rule 102 of the agreement.

AWARD

Supervisors will not be used to the extent of performing engine inspection work as provided for in Rule 102 of the agreement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of March, 1941.