

Award No. 1163

Docket No. 1071

2-NYC-MA-'46

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Sidney St. F. Thaxter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 103, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

**THE NEW YORK CENTRAL RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That Machinists' Special Rule 62 was violated in the abolishing of two machinist inspectors' jobs and the assignment of a monthly rated supervisor to do the work previously performed by two hourly rated machinist inspectors.

2. That the work of engine inspecting be assigned to and be performed by machinists.

JOINT STATEMENT OF FACTS: On December 24, 1941, two hourly rated engine inspectors' jobs were abolished in a reduction of force.

On January 5, 1942, a monthly rated position carrying the title "Incoming Shop Work Foreman" was established.

POSITION OF EMPLOYEES: We respectfully contend that this is a violation of Rule 62 of the current agreement between the New York Central Railroad Company and Machinist District No. 84, I. A. of M., System Federation No. 103.

Rule 62, Classification of Work—reads in part as follows:

"Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting; * * *"

For the past thirty years a machinist locomotive inspector has been employed on both erecting floors of this railroad, at the locomotive department, West Albany shops. The last two employes employed in these positions were Machinists E. S. Claffin, employed in erecting shop D, and V. Hammond, employed in erecting shop C. (See employes' Exhibits A and B, copy of bulletin advertisement of these positions, bids and assignment notices, sub-

The employes' representatives parties hereto have recognized equipment inspectors as non-agreement positions for many years as is evidenced by carrier's Exhibits Nos. 1 and 2 submitted herewith and made part hereof. These exhibits are in effect an agreed-to interpretation of Rule 19 dealing with the seniority of supervisors. It will be observed equipment inspectors are referred to therein as supervisory positions within the meaning of Rule 19 and that therefore contentions herein made by the employes that the attendant duties of such positions are recognized as engine inspecting within the meaning of Rule 62 cannot be substantiated. In the final analysis the exhibit evidence submitted by the employe in this instance serves to contradict their claim that work performed by equipment inspectors is recognized as machinists' work. Fundamentally, the responsibilities attendant to the positions of equipment inspectors are no different in many respects from those attached to the position of incoming shop work foreman. How then, in light of the showing made above that no legitimate claim can be made to the work performed by the former, can the employes logically claim the work of the latter?

4. The work orders directed to various gang foremen contained definite instructions from the incoming shop work foreman with regard to work to be performed, whereas Machinists Clafin and Hammond merely reported conditions found and the extent of repairs to be made was left to the judgment of the foremen without first hand knowledge of the actual conditions found. Here again the employes exhibit evidence only serves to support the carrier's position in that it confirms what has previously been said in regard to the responsibilities attached to the position of incoming shop work foreman as compared to the duties previously required of Machinists Clafin and Hammond.

In conclusion, the carrier submits that the only question here presented for determination by the Board is whether the inspection work delegated to and being performed by the incoming shop work foreman at West Albany is engine inspecting within the meaning of Rule 62, or is work which may properly be required of a supervisor.

The carrier has shown herein the distinction between such work and that which is considered as coming within the scope of Rule 62; it has presented sound arguments to show it was not the intent of Rule 62 that the duties performed by the incoming shop work foreman should be considered as coming within the scope of the term "engine inspecting" as used therein. Awards of the Second Division clearly support the carrier's conclusions as do past practices existing for many years at shops elsewhere on the property.

The employes on the other hand have presented no substantiated evidence in support of their contentions. Their arguments are illogical, irrelevant and inconsistent. They admit—"In the performance of his duties Mr. Stonebraker has direct supervision and responsibility of employes and the position is recognized and considered as supervisory, * * *" and in almost the same breath they contend "* * * that the work performed by Mr. Stonebraker is a violation of Rule 62 * * *"; they cite past practices at West Albany, but ignore past practices at other shops on the same railroad; they draw a parallel between the work of the incoming shop work foreman at West Albany and that of equipment inspectors at contract shops and then submit exhibit evidence which serves to contradict their own contentions in connection therewith.

Surely on the basis of the evidence here presented by the employes the Board cannot seriously entertain the claim in this case.

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 waived right of appearance at hearing thereon.

In December of 1941, the carrier reorganized its method of handling the work in the West Albany locomotive shop. The position of incoming shop work foreman was established and the force of five engine inspectors was reduced to three. The carrier asserts, and we have no reason to doubt its claim, that this change was made to bring about a more efficient operation of the shop. Of course that would not justify any breach of the rule which provides that inspection work on locomotives shall be done by machinists.

A careful reading of the record does not satisfy us that the new foreman has done any inspection in violation of Rule 62.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 4th day of November, 1946.