

**Award No. 830**

**Docket No. 745**

**2-T&P-MA-'42**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. OF L. (MACHINISTS)**

**THE TEXAS AND PACIFIC RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** That Machinist Helper H. E. Whitley, and other machinist helpers, are performing machinists' work covered by Rule 39 and in violation of Rules 21 (a) and 40 (a), Texas and Pacific Agreement, Marshall, Texas.

**EMPLOYES' STATEMENT OF FACTS:** Machinist Helper H. E. Whitley, and other machinist helpers, are regularly assigned to the operation of car brass boring machines, wherein each brass is bored to an exact fit size with a 5/8" by 4 1/2" fly cutter. The brasses are then transferred to an engine lathe equipped to trim the ends of the brasses using a milling cutter head on an arbor between centers also operated by a machinist helper.

**POSITION OF EMPLOYES:** This dispute is predicated on the belief that machinist helpers, including H. E. Whitley, who have been operating the car brass boring machine, are performing machinists' work since this is a special car brass boring machine.

This machine is a special built heavy duty car brass boring machine. Niles Machine No. 21043, Marshall shop. There are two parallel boring bars 3 3/4" in diameter approximately 17" apart with 3 slots in the bar for fly cutter tools; the center slot using a tool 5/8" by 5/8" by 4 1/2" to do the boring operation; the outside slots using a tool 5/8" by 2" ground off the inside end for length. The carriage on this machine is equipped with a bracket for each bar whereby two brasses can be bored in one operation on each bar, or four at one time. There is an air clamp so arranged that after the brasses are placed in the bracket they are held permanently in place by the pressure. To bore the brasses to proper size required they must be shimmed up or down, as the case may be, and the fly cutter moved in or out to produce the required size. The common practice is to bore these brasses to required size and make the fillet during this one operation after which the brasses are moved over to an old engine lathe with the chuck removed and a special cutter head used to cut the brass off to required length. This engine lathe carriage also is equipped with a bracket and an air clamp to hold the brasses.

The employes contend that this is strictly a boring operation and that by the use of these fly cutters being moved in and out to produce the proper sizes, requiring the further use of precision tools, such as calipers, scales, etc., it is, therefore, machinist work. These machinist helpers are

cutter, and we have made no changes in this machine or tool since it was installed in the year 1930. The employes do understand that when this machine was installed that it was to be operated by a machinist helper in line with Rule 40 as indicated by General Chairman Mulholland's letter of July 25, 1941, to Mechanical Superintendent Prendergast. A portion of this letter is quoted below and copy submitted marked Exhibit "A."

"The facts in this case are when this machine was installed a milling cutter was used to broach these brasses to sizes. These cutters were ground and the brasses made standard with this cutter in one operation. The operator was assigned in accordance with Rule 40, machinist helper. . . ." (Underscoring ours.)

The employes do not cite any date that any change has been made in the car brass boring machine, they merely state that a change was made. The carrier must again insist that no change has been made since this machine was installed in the year 1930. It appears logical that if a change was made the employes would have the date and facts to substantiate their claim. The employes have merely stated that a change was made or an endeavor to substantiate a claim that cannot be based on any rule in the current agreement.

On the other hand there is a rule in the agreement that machinist helper will perform the work on this machine as quoted above. The employes have based their exceptions to this handling on that part of Rule 40 reading:

"Operators of drill presses (not using a facing, boring, or turning head or milling apparatus, or so equipped and not ordinarily used). . . ."

This is not in any way connected with that part of the rule that permits the machinist helper to use the car brass boring machine, as your Board will note the employes have reference to a drill press and not a car brass boring machine and we feel confident your Board, being familiar with shop machines, will readily understand the difference. Therefore, the carrier feels that the employes do not have logical facts on which to base their case, neither is there any rule in the agreement with this organization to uphold their contentions.

Mechanical Superintendent Prendergast addressed General Chairman of Machinists Mulholland, under date of September 3, 1941, in reply to Mr. Mulholland's letter of July 25, 1941, which covers the case at hand and we are submitting this communication marked Exhibit "B."

**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 evidence of record does not disclose any violation of the agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 13th day of October, 1942.