

Award No. 1174

Docket No. 1113

2-IC-MA-'47

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. (Machinists)**

**ILLINOIS CENTRAL RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** 1—That the inspection and/or adjusting of air brakes, slack adjusters, brake pipes and main reservoir pressure, drums, switches and drum switch cocks, is machinists' work and not the work of machinist helpers.

2—That it is improper to require or assign machinist helpers to perform the aforesaid work, and that accordingly the Carrier be ordered to discontinue utilizing machinists helpers to perform said work.

**EMPLOYEES' STATEMENT OF FACTS:** The carrier maintains a shop at 18th Street, Chicago, Illinois, primarily to maintain multiple unit or suburban cars. Three machinists and three machinists helpers are regularly assigned from 8 A. M. to 12 noon and from 1 P. M. to 5 P. M. to work on these cars.

A machinist is assigned to work on one side of the car or train and a machinist helper is assigned to work on the opposite side of the machinist, using identical tools as used by the machinists and performing the same identical work as performed by the machinist. In substantiation hereof there is submitted a copy of a statement dated February 26, 1946, signed by Machinists Stanley, Spiller and Savacone, identified as Exhibit A.

\* \* \* \*

**POSITION OF EMPLOYEES:** It is our contention that the machinist helpers are improperly assigned and are required to perform machinists work as defined in our special classification of work Rule 61 reading;

Rule 61:

"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 and reaming; tool and die making, tool grinding and machine grinding, axle wheel and tire turning and boring, (excepting portable journal truing machines are operated by Carmen), engine inspecting; air equipment, lubricator and injector work; removing, replacing,

It is the position of the carrier that the claim of the employes should be denied for the following reasons:

1. Prior to the establishment of the multiple unit shop at 18th Street is was agreed that helpers would perform work of the nature here involved.
2. The regulations regarding the making of tests and repairing of equipment were set up, copies were furnished mechanics, and there has been no claim heretofore of violation of rule.
3. Assignments were set up to cover the required service and these have continued from 1926 to the present time without protest or complaint, except in the instant case.
4. The present interpretation and application of the agreement prevailed throughout the negotiation and consummation of the presently effective agreement dated April 1, 1935, and no request for change was made.
5. Helpers all over the railroad are now and have consistently through the years and prior to the existence of any agreement performed work of like nature without protest.
6. This is not a matter that may now be handled by the Adjustment Board, but is one that must be handled for change through negotiation between the parties or with the assistance of the Mediation Board.

**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.

The basic question presented to the Division for decision in this case is whether or not machinist helpers are performing machinists' work under the rules of the agreement. The employes charge that certain items of machinists' work are performed by machinist helpers. The carrier admits that helpers are performing part of the work in dispute and supports their position by relying on the fact that helpers have been doing this class of work for a long period, thus establishing a practice that should not now be disturbed.

The Division is convinced that there is a line of demarcation between mechanics' work and helpers' work within the meaning of the rules of the agreement. The Division recognizes, however, the impracticability, if not the impossibility, of drawing a meticulous line of demarcation between mechanics' and helpers' work for practical purposes.

The Division has found in previous awards that practices do not nullify the expressed provisions of rules.

With the above in mind and coming now to a consideration of the contents of Rules 61 and 63 of the agreement here involved, the Division interprets the contents of Rule 61, to outline the work of machinists, which work will be performed by machinists and may not be performed by helpers. It interprets the contents of Rule 63 to mean that, aside from the specific items of work or performance therein named as helpers' work, a helper may assist a machinist in performing the work outlined in Rule 61, that the machinist cannot do alone.

If as alleged:

"\* \* \* A Machinist is assigned to work on one side of the car or train and a Machinist Helper is assigned to work on the opposite side of the Machinist, using identical tools as used by the Machinists and performing the same identical work as performed by the Machinist. \* \* \*"

such an arrangement would constitute a violation of the agreement.

**AWARD**

Claim to be disposed of in accordance with the above findings.

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

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

Dated at Chicago, Illinois, this 13th day of March, 1947.