

Award No. 1053
Docket No. 998
2-KCS-MA-'45

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 3, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That within the meaning of the controlling agreement and particularly Rule 25 (a) and Rule 41, W. T. Inman is not regularly employed to do machinists' work.

That the name of W. T. Inman be removed from the seniority roster of machinists at Pittsburg, Kansas.

JOINT STATEMENT OF FACTS: The carrier employed W. T. Inman in the car department at Pittsburg, Kansas, on September 5, 1922, and carried him on the seniority roster of carmen as a wheel borer and axle turner, who continued to perform this work until the car department and wheel shop was destroyed by fire in January, 1940.

Since January, 1940, there has been no wheel boring and axle turning performed at Pittsburg, and W. T. Inman has been performing the work of operating a bolt threader and repairing steam and air hose.

The agreement prior to the March 1, 1942 agreement, included in the classification of work of carmen, wheel boring and axle turning as carmen's work. However, this work is included in the March 1, 1942 agreement as machinists' work, and those who now perform the work at Kansas City, Missouri, and Shreveport, Louisiana are governed thereby.

The agreement of March 1, 1942, as well as the agreements previously in effect, state in the classification of work of carmen helpers that operating bolt threaders and repairing steam and air hose is carmen helpers' work.

The name of W. T. Inman appeared for the first time on the seniority roster of machinists prepared by the carrier as of October 28, 1942, and exception thereto was properly registered.

The controlling agreement is dated effective March 1, 1942, and the carrier has declined to adjust this dispute.

POSITION OF EMPLOYEES: Prior to March 1, 1942, the effective date of our current agreement, the work which Mr. Inman performed was covered by the agreement then in effect as carmen helpers' work. There is no showing and management makes no claim that Mr. Inman performed machinists' work between "the early part of 1940" (when the wheel shop was destroyed by fire and which has never been rebuilt) and March 1, 1942. It therefore logically follows that no work was transferred to the machinist to which Mr. Inman was assigned and performing on March 1, 1942, the effective date of our current agreement.

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.

W. T. Inman had for years been performing work that, effective March 1, 1942, became machinists' work. Other men in like circumstances were classified as machinists and placed upon the machinists' seniority roster.

Inman continued to carry his same classification and rate of pay and would undoubtedly be used to perform the work he previously performed if a machine was made available to take the place of the one destroyed by fire.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of February, 1945.