

Award No. 390

Docket No. 383

2-MKT-BM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 8, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

**MISSOURI-KANSAS-TEXAS RAILROAD COMPANY
OF TEXAS**

DISPUTE: CLAIM OF EMPLOYES: That the company has violated Rule 48, Missouri-Kansas-Texas agreement effective September 1, 1938, by declining to bulletin boiler inspectors-staybolt inspectors' positions at Parsons, Kansas, roundhouse.

EMPLOYES' STATEMENT OF FACTS: At Parsons, Kansas, one of the larger, if not the largest, terminal points on the Missouri-Kansas-Texas Railroad, there are approximately 75 locomotives which require Federal inspection each monthly period, but there is not a Federal inspector (boiler-maker) so classified in the boilermaker's craft on either of the shifts employed at this point.

POSITION OF EMPLOYES: Rule No. 48, of the current agreement reads as follows:

"Boiler inspectors-staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of 15 or more engines is required. When such employes have no inspection work to perform, they may be assigned to other boilermaker's work.

Boilermakers assigned as boiler inspectors, also flangers and layers-out shall receive five cents (5¢) per hour above the journeyman rate paid boilermakers at the point employed.

At points or on shifts where no inspector is assigned and boilermakers are required to inspect boilers, they will be paid five cents (5¢) per hour above the boilermakers' journeyman rate at the point employed for the days on which such inspections are made."

We contend that Rule 48, quoted above, is being violated at Parsons roundhouse by reason of the fact that there is no classified boiler inspector-staybolt inspector regularly assigned on either of the three (3) shifts now employed at this terminal point, although this rule clearly and specifically states that:

"Boiler inspectors-staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of 15 or more engines is required. * * *"

6. Lead work under this agreement is boilermaker's work, and all requirements of the agreement have been met, the carrier respectfully asks that the claim of the employes be denied. In fact, to require bulletining of the position now would be a violation of Rule 13 of the current agreement.

If any statements in the employes submission are not fully explained in this submission, we desire ample time and opportunity to make reply.

FINDINGS: The Second Division of the National Railroad 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.

For many years prior to August 15, 1935, the position of boiler inspector at Parsons, Kansas, was satisfactorily filled by a certain employe. On that date, namely, August 15, 1935, he was removed from the position, and a lead workman, J. C. Campbell by name, was assigned to perform the boiler inspector's duties.

J. C. Campbell was improperly assigned to the position of boiler inspector at Parsons, Kansas.

AWARD

The position held by Campbell shall be declared vacant and filled by proper bulletin as defined in Rule 13 of the current agreement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of October, 1939.