

Award No. 1511
Docket No. 1421
2-D&RGW-FO-'52

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Jay S. Parker when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 10, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Firemen & Oilers)

THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier is improperly compensating employees attending locomotives which are being used in lieu of Stationary Boilers since May 21, 1950.

2. That accordingly the Carrier be ordered to compensate these employees at the Stationary Engineers' rate during their entire tour of duty for each day they were improperly compensated, retroactive to the aforesaid date.

EMPLOYEES' STATEMENT OF FACTS: At the roundhouse in Grand Junction, Colorado, a stationary plant is operated approximately seven (7) months of the year. Steam from this plant is used to operate pumps, heat roundhouse, heat water, and is used on blowers to fire locomotives. During these seven months, the stationary engineer performs the work of firing the stationary boiler, watch, adjust, oil and keep lubricators full on pumps, blowers and air compressors, and for this service is compensated at the rate applicable to stationary engineers.

During five months of the year, the stationary boiler is shut down and a locomotive is used on the line for the same purpose as the stationary boiler is used seven months of the year, except that during the five months the roundhouse does not require heating. For service during this period the carrier compensated each employee in the amount of four (4) hours per day at stationary engineer's rate for stationary engineer's work performed and four (4) hours per day at engine watchman's rate.

This dispute was handled with carrier officers designated to handle such affairs with the result they all declined to adjust this dispute.

The agreement effective September 16, 1943, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that for seven months of the year the carrier employs stationary engineers at the power plant to perform stationary engineers' duties and to fire the stationary boiler since no firemen are employed and for this service they are paid the rate applicable to

As can be seen in Award 1431, it was held that the operation of a steam locomotive utilized to furnish steam for certain operations did not require carrier to pay the employe firing said locomotive the stationary engineer's rate.

In view of Award 1431, this claim must be denied.

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.

By its own admissions and other facts to be gleaned from the record, as well as by its action in compensating the involved employes at stationary engineers' rates for fifty percent of the service performed by them on their assigned tours of duty from May 21, 1950 to October 16, 1950, it is clear that as of May 21, 1950, and subsequent dates in question the carrier's action in using a locomotive in lieu of the boiler in its stationary power plant at Grand Junction to produce what steam was needed for its locomotive department did not result in the disappearance of sufficient work to permit the unilateral abolishment of theretofore regularly assigned stationary engineer positions at that point. It is equally clear the substitution and use of the locomotive in place of the stationary boiler was a temporary arrangement and that by that action the carrier did not purport or intend to dismantle or abandon the regular stationary power plant but on the contrary contemplated its continued existence and operation. In the face of such conditions and circumstances it appears the involved employes were entitled to be compensated at the stationary engineers' rate from May 21, 1950 to October 16, 1950, and we so hold.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman,
Executive Secretary

Dated at Chicago, Illinois, this 10th day of January, 1952.