

Award No. 2194
Docket No. 2021
2-AT&SF-FO-56

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Firemen and Oilers)

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, the Carrier improperly abolished the position of Stationary Engineer in the Pump House, Topeka Shop, Topeka, Kansas.

2. That accordingly the Carrier be ordered to:

(a) Restore the position of Stationary Engineer in the Pump-house at Topeka Shops, Topeka, Kansas.

(b) That C. U. Hinkle be reimbursed for loss of earnings from July 15, 1954, until such time as position is re-established.

EMPLOYEES' STATEMENT OF FACTS: U. C. Hinkle, hereinafter referred to as the claimant, was employed by the Atchison, Topeka and Santa Fe Railway System, hereinafter referred to as the carrier, as an engineer in the pump house at Topeka Shops, Topeka, Kansas, prior to July 15, 1954.

The claimant in the performance of his duties as engineer in the pump house, performed the work in connection with the operation of the pump house cisterns, tanks, treating plants, pumped the wells, mixed batches of chemicals for treating water for use in the boilers on the two power plants, and for locomotives in use, and in addition thereto greased and oiled the pumps and machinery, checking the cisterns each day.

On July 15, 1954, claimant's position as engineer in the pump house was abolished and his duties assigned to the chief engineer. Laborers were assigned to mix batches of chemicals for treating water; a machinist helper was assigned to grease and oil machinery and pumps and occasionally used to check the cisterns each day.

Claimant's regular assignment as an engineer was from Monday through Friday inclusive, 8:00 A. M. to 5:00 P. M., rest days Saturday and Sunday.

absolutely no basis for the contention that the agreement is being violated by reason of the abolishment of the engineer's position as clearly that position is not warranted by the requirements of the service.

Paragraph (a) of Rule 2 simply provides that power plants shall be designated as first, second, third, fourth or fifth class, according to size and the class of equipment contained therein, while paragraph (c) of the same rule lists the stations where plants are located coming within those classifications. Rule 4, paragraph (a) merely outlines the duties of engineers at plants where their assignment is warranted.

The carrier asserts that the employes' claim in this dispute is entirely without support of the agreement rules and should 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.

The organization contends carrier improperly abolished the position of stationary engineer in its Pump House, Topeka Shops, Topeka, Kansas. Because thereof it asks that carrier be required to restore the position and pay C. U. Hinkle, the occupant thereof at the time the position was abolished, for all loss of earnings from July 15, 1954 up until the position is re-established.

The facts show that carrier, by bulletin dated and posted July 12, 1954, abolished the foregoing position, then occupied by claimant, as of July 15, 1954.

Stationary Engineers are included in the scope of the parties' effective agreement. See Rule 1(a) of Article I thereof. This includes any stationary engineer employed at the Topeka Pump House. See Rule 2(c) of Article II of the parties' effective agreement. Where stationary engineers are assigned their duties include certain work as set forth in Rule 4(a) of Article II thereof.

The record shows that for many years carrier employed stationary engineers at this pump house on an around-the-clock basis of three shifts. However, after the plant was, some six (6) or seven (7) years ago, converted to all electric and automatic operations the force of stationary engineers was reduced to a single shift. Because of the continuing decline in the use of steam power in all carrier's operations the work for a stationary engineer at this pump house declined to a point where it was both inefficient and uneconomical to continue the job. Consequently the job was abolished. The work that remained was assigned to and performed by the chief engineer, a machinist helper and laborers.

As stated in Award 1480 of this Division: "Progress takes its toll from many crafts but such fact is not a bar to the abolishment of unneeded positions resulting therefrom."

There is no doubt of the fact that the changes hereinbefore mentioned had materially reduced the amount of work at the pump house which required the services of a stationary engineer. We find nothing in the parties' agreement that says carrier must establish such a position if there is any work to be performed which is included in the duties of such a position as they are

set forth in Rule 4(a) of Article II thereof. It is only "where stationary engineers are assigned", that their assignment will include them.

In view of the fact that the duties of the position of stationary engineer at the pump house at Topeka had substantially disappeared we think carrier was justified in abolishing the position and we find nothing in the parties' agreement which prevented it from doing so.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Harry J. Sassaman
Executive Secretary**

Dated at Chicago, Illinois, this 1st day of August, 1956.