

Award No. 2295

Docket No. 2180

2-GN-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. 101, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Firemen-Oilers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement Laborers Clifford Jacobson, Russell Nielson and Raymond Schmit were improperly compensated for services rendered November 9th and 10th, 1954 at Fargo, North Dakota.

2. That accordingly the Carrier be ordered to additionally compensate the aforesaid Laborers each in the difference in rate of pay between that of Laborer and Stationary Engineer for November 9th and 10th, 1954.

EMPLOYES' STATEMENT OF FACTS: Due to the heating plant at the passenger depot at Fargo, North Dakota, being shut down, for repairs, the carrier found it necessary to substitute a steam locomotive, No. 2514 to provide heat for the depot and passenger train equipment in the adjacent coach yard from 4:00 P. M. November 9 through 3:00 P. M. November 10, 1954.

To operate this power plant, the carrier assigned three roundhouse laborers, Clifford Jacobson, Russell Nielson and Raymond Schmit, hereinafter referred to as the claimants. Clifford Jacobson was in charge of this steam plant from 4:00 P. M. to Midnight November 9, Russell Nielson from Midnight to 8:00 A. M. and Raymond Schmit from 8:00 A. M. to 3:00 P. M. November 10. The claimants submitted time slips claiming the stationary engineer rate of pay for services rendered, which the carrier declined and instead the claimants were paid the classified laborer rate of pay.

The dispute was handled with the carrier officials designated to handle such affairs, who all declined to adjust the dispute.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

5. The work performed by the laborers used as engine watchmen and paid the engine watchman's rate of pay was well within the work area of engine watchmen.

6. The work included in the supplying of heat to the Fargo Depot was never the work of stationary engineers and it is not now.

The carrier holds that the assignment of laborers to "fire" a locomotive, which was used in lieu of an automatic heating plant temporarily in disrepair at Fargo Depot violated no rule in firemen and oilers' agreement and such assignment was well within the work area of engine watchmen, which rate of pay was paid the laborers concerned in the instant case.

For the reasons as outlined, the carrier holds that the employes' claim is entirely without merit and 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.

This claim is made in behalf of Laborers Clifford Jacobson, Russell Nielson and Raymond Schmit. It is contended carrier improperly compensated claimants for the services they rendered it at Fargo, North Dakota, on Tuesday and Wednesday, November 9 and 10, 1954. They ask to be compensated for the difference in the rate of pay between that of a laborer and stationary engineer for the services each rendered on these dates.

The record discloses the carrier's heating plant in its passenger depot at Fargo had to be shut down for repairs. Steam Locomotive No. 2514 was used by carrier to provide steam to furnish heat for the depot and for passenger train equipment in the adjacent coach yard. It was so used from 4:00 P. M. on November 9 through 3:00 P. M. on November 10, 1954. Claimants were assigned to operate this steam locomotive: Jackson being in charge from 4:00 P. M. on November 9 until midnight, Nielson from midnight until 8:00 A. M. on November 10, and Schmit from 8:00 A. M. on November 10 until 3:00 P. M. of the same day. They each filed a claim for the services rendered at the rate of pay for a stationary engineer. Carrier paid them at the engine watchman's rate.

We think the steam locomotive was used as a stationary power plant and that claimants should have been paid for their services, while in charge thereof, at the rate of the position of a stationary engineer. Consequently, we find they should now be allowed the difference between the rate at which they were paid and that of a stationary engineer.

AWARD

Claim allowed as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October, 1956.