

Award No. 6035
Docket No. 5893
2-CUS-FO-'70

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

PARTIES TO DISPUTE:

RAILWAY EMPLOYEES' DEPARTMENT A. F. of L. - C. I. O.
(Firemen & Oilers)

CHICAGO UNION STATION COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That Machine Room Operator John E. Courtney was improperly, and without justification, discharged from the service of the Chicago Union Station Company effective 4:00 P. M., January 23, 1969.

2. That, accordingly, John E. Courtney be reinstated with seniority and service rights unimpaired, including vacation and all other employment benefits, and compensation for all time lost retroactive to January 23, 1969.

EMPLOYEES' STATEMENT OF FACTS: The Chicago Union Station Company, hereinafter referred to as the carrier, maintains and operates in the Union Station proper what is commonly referred to as "The Machine Room", wherein they employ and assign four (4) stationary engineers on an around the clock, seven (7) days per week, basis.

All such operators are required to have a current City of Chicago Stationary Engineer's License, a prime requisite of the occupants of said positions.

In February, 1968, John E. Courtney, hereinafter referred to as the claimant, responded to an ad of the Chicago Union Station Company, and carried in the daily newspapers, for a "Stationary Engineer." The claimant, a qualified stationary engineer, licensed by the City of Chicago, made application for and was subsequently employed and assigned as such on the 4:00 P. M. to 12:00 Midnight shift as of February 28, 1968.

At about 5:00 P. M. on January 2, 1969, after some eleven (11) months of continuous competent service, the claimant responded to a call complaining of excessively high temperature in the Gold Lion Room (Fred Harvey Restaurant). In the usual and customary manner, the claimant called the machine shop several times to report the complaint and turned on the signal

eleven months service with this company, the dismissal action was more than justified.

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.

Parties to said dispute waived right of appearance at hearing thereon.

This is a disciplinary case wherein Claimant after properly being charged and afforded a full hearing, was discharged from the service of the Carrier, and now demands that he be reinstated with seniority and service rights unimpaired, including vacation and all other employment benefits together with compensation for all time lost retroactive to January 23, 1969. The record before us indicates that Claimant was restored to duty on March 13, 1970, thus rendering moot that portion of the claim demanding reinstatement.

Carrier at the outset interposes two procedural objections to the case at hand, the first of which alleges that this Division lacks jurisdiction over the classification of employe involved; the second objection is directed to an alleged improper handling of this claim on the property.

Claimant in this case is a machine room operator at the Chicago Union Station and Carrier argues that this classification does not come within the jurisdiction of the Second Division, but does come within the jurisdiction of the Fourth Division. The Organization on the other hand states that this Division was given jurisdiction over disputes involving power house employes, that machine room operators are under the supervision of the Chief Engineer, Assistant Chief Engineer and Mechanical Supervisor, that the basic function of the machine room is to provide services to the Chicago Union Station facilities and is equipped with the usual Power Plant Engine Room accessories, such as pumps, high pressure steam, water heating air conditioning and refrigeration equipment etc. The Organization further contends that Machine Room Operators start, stop, adjust, inspect, maintain and service the equipment, and that to operate as a machine room operator, the operator must be a qualified licensed Stationary Engineer. We find that these arguments, together with others made by the Organization are persuasive and we accordingly assume jurisdiction over this case.

Insofar as the second procedural objection is concerned, that is, the claim was handled improperly on the property, we agree with Carrier. The claim was initiated with the General Manager, Carrier's highest designated officer whereas it should have been presented to the Chief Engineer, the officer of the Carrier authorized to receive same within (60) sixty days of the occurrence. We, therefore, find claimant in violation of Article V, section 1(a) of the August 21, 1954 Agreement, which specifies that all claims must be presented in writing to the officer of the Carrier authorized to receive same within sixty days of the date of the occurrence etc. Claimant is also in viola-

tion of Rule 12 of the Agreement in that this claim was never presented to the Chief Engineer as it should have been. We will dismiss the claim.

AWARD

Claim dismissed.

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

**ATTEST: E. A. Killeen
Executive Secretary**

Dated at Chicago, Illinois, this 13th day of November 1970.