

Award No. 1431
Docket No. 1315
2-NC&StL-FO-'51

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Frank M. Swacker when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 83, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Firemen & Oilers)

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY

DISPUTE: CLAIM OF EMPLOYEES:

1. That it was improper under the current agreement for the carrier on September 28, 1949 to do the following things:

(a) Abolish the positions of Hume M. Peterman, J. C. Leffew, R. O. Bailey and James A. Cook as stationary engineers-firemen in the power plant.

(b) Assign Hume M. Peterman to duties as oil house and coal chute operator.

(c) Furlough J. C. Leffew, R. O. Bailey and James A. Cook.

(d) Assign laborers and foremen to perform the duties of the above named employees as stationary engineers-firemen.

2. That accordingly the carrier be ordered to:

a) Restore Hume M. Peterman to his former position on the 7 A. M. to 3 P. M. shift as power house stationary engineer-fireman and compensate him at the difference in pay received and that which he was entitled to receive retroactive to September 28, 1949.

b) Restore J. C. Leffew, R. O. Bailey and James A. Cook to service on their former respective shift assignments as stationary engineers-firemen with pay for all time lost retroactive to September 28, 1949.

EMPLOYEES' STATEMENT OF FACTS: Hume M. Peterman, hereinafter referred to as claimant, was regularly employed by the carrier at Nashville, Tennessee, as power plant stationary engineer-fireman, on the 7 A. M. to 3 P. M. shift until September 28, 1949, and his seniority date as such is June 1, 1942.

J. C. Leffew and R. O. Bailey, hereinafter referred to as the claimants, were regularly employed by the carrier at Nashville, Tennessee, as power

nection with the operation of the new equipment consists of a laborer being used on a part time basis to make daily periodical observations of the automatic steam generators and to draw boilers down once a day at end of the first and second shift, which work consumes on an average of two hours per day, for which the laborers are paid the stationary fireman's rate on a minute basis.

There has been no work performed by the shop foremen which formerly was a part of the stationary engineer-fireman assignments. The foremen, of course, perform the usual supervisory duties over the entire operations under their jurisdiction.

There has been no rule violation in carrier assigning to laborers the small amount of work which possibly was within the classification of stationary fireman's work, as assigning laborers on a part time basis to do this small amount of work as above described, was in accordance with the provisions of Rules 1 and 38.

Carrier therefore submits there has been no rule violation in connection with this contention of the employees.

* * * *

The employees' case is predicated on the contention that it was improper, under the agreement, for carrier to abolish the combination positions of stationary engineer-firemen. There is no provision in the agreement upon which they can base such contention. The rules of the agreement contemplate eight hour tours of duty and provide for the combining of work of the various classifications included in the scope of the agreement in order to keep employees occupied during their tour of duty. That is exactly what has been done in the instant case.

In conclusion, carrier respectfully submits there is no basis, contractual or otherwise, for the claim here involved. Therefore, the petition of the employees should be dismissed and the claim 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 employee or employees involved in this dispute are respectively carrier and employee 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.

Prior to July 7, 1949 this power plant had one 500 H. P. boiler and another 317 H. P. boiler. It supplied power for a number of purposes. The work had been going down previously to this time, and by special agreement between the carrier and the organizations the jobs were made stationary engineer steam-fireman as a combination. There was not sufficient work for each of these classifications, but as they belonged in separate seniority groups it was necessary to agree upon merging the jobs to a one-man operation. Although approximately 80% of the work consisted of fireman's work and 20% stationary engineer steam, the engineer rate was applied. On the date mentioned the large boiler became unserviceable and was never repaired. On September 9, 1949 the smaller boiler also failed. Following that, a locomotive located in the roundhouse was utilized to furnish steam for the blacksmith shop, heating the washrooms, and certain offices. Pending determination of what should be done the carrier continued to pay the engineer's rate for firing this locomotive up to and including September 28, 1949. By this time it was determined to abandon the operation of the power

plant as theretofore established and install two new 150 H. P. automatic electrically operated steam generators to do what work was still required to be performed, and, upon such determination, the combination job of stationary engineer-fireman was abolished effective September 29, 1949. The locomotive was continued in operation until March 15, 1950 when the new automatic steam generators, electrically operated, were installed. In the meantime the locomotive continued to supply what steam was needed. With the abandonment of the operations of the power plant September 8, the engineer's functions of the job disappeared, and the job could properly have been abolished then. That they were continued under the engineer's rate of pay until September 28 was simply the good fortune of the occupants of the positions. The functions which had justified the engineer's classification had disappeared.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman,
Executive Secretary.

Dated at Chicago, Illinois, this 26th day of March, 1951.