

Award No. 4726

Docket No. 4595

2-GN-FO-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Firemen & Oilers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement, Carrier assigned other than employes working under the Firemen and Oilers Agreement to be in charge of, and responsible for the continuous and efficient operation of steam generating equipment.

2. That accordingly the Carrier be ordered to assign employes working under the Firemen and Oilers Agreement to all duties and responsibilities in connection with the continuous and efficient operation of all such steam generating equipment.

EMPLOYEES' STATEMENT OF FACTS: On or about June 1, 1962 the Great Northern Railway Company, hereinafter referred to as the carrier, closed its high pressure steam generating plant at Great Falls, Montana for the summer months and furloughed the stationary engineers working in this plant, one of whom, Mr. Matt Thares, who entered the employment of the Great Northern Railway Company as a laborer January 11, 1943 and who has a seniority date as a stationary engineer of June 18, 1959 exercised seniority as a laborer where he continued to be employed as such during the period he was furloughed as a stationary engineer.

Since it was necessary to have high pressure steam during the summer months for the cleaning of railroad tank cars, carrier brought in a "Heater Car", containing two high pressure Clarkson Steam Generators. This heater car was then connected to the steam lines, which for other than the summer months carries high pressure steam generated by the regular steam power plant, and used the high pressure steam from the heater car generators for the purpose of cleaning out these tank cars. However, instead of assigning an available, qualified laborer who holds rights as a stationary engineer to be in charge of this heater car and responsible for its continuous and efficient operation, Carrier assigned all such duties to a machinist working as such at the Great Falls Wheel Shop and, at times, if this machinist was not available, these duties were then assigned to a carman working as such at Great Falls. Normally the Clarkson Steam Generators in this heater car are in operation only during the first shift, 8:00 A. M. to 4:30 P. M. five days per week, Mon-

ones created in the future.”

This board has recognized in a multitude of cases that it lacks the jurisdiction to order the carrier to assign employes to perform work, to establish or reestablish positions, or to enforce its decisions in any manner other than by interpreting existing agreements and by assessing money damages.

In light of the foregoing the board is requested to dismiss this case for lack of jurisdiction.

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.

The Carrier objected that the claim as stated here is in general terms. However the record shows that it arose and was progressed as a protest against the assignment at Great Falls, Montana, during the summer of 1962, of other than stationary engineers under the Firemen and Oilers' Agreement to operate two high pressure Clarkson Steam Generators in a Heater Car brought in as a temporary summer replacement for a high pressure steam generating plant operated during the rest of the year for multiple purposes. In the summer this high pressure steam is needed only for cleaning tank cars. As considered here the claim must be limited to the question thus progressed.

The regular steam generating plant is handled by a stationary engineer under Rule 1(a) of the Agreement. The temporary 1962 summer replacement equipment used for the same purpose is a steam power plant and comes within the Agreement. It should, therefore, have been operated by a stationary engineer under the agreement. Award 2295.

This Board is authorized to decide disputes arising under the agreements but has no power to direct the parties' further operations.

AWARD

Claim sustained to the extent indicated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May, 1965.