

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19473
Docket Number CL-19215

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that
(GL-6912)

(1) The Carrier violated the Agreement between the parties when on October 1, 1969 it abolished the position of Propane Plant Operator held by C. F. Nichols and leased plant facilities to an outside firm, The Propane Industrial Inc. not covered by the Agreement.

(2) The work of the Propane Plant Operator shall now be restored to the scope and operation of the Clerks' Agreement.

(3) Mr. C. F. Nichols shall be compensated for the difference between the rate of position held and that of the prevailing rate of Propane Plant Operator, continuing 5 days per week beginning October 1, 1969 until the Agreement violation is corrected.

(4) Interest at the rate of six percent (6%) to be compounded annually be granted from the date of this claim until such time restitution is made to make Claimant whole.

OPINION OF BOARD: Prior to 1949 Carrier contracted with an outside firm to furnish cylinders of propane gas for use on passenger train diners and for passenger car air conditioning in connection with this Carrier's servicing of tenant line passenger trains using the Kansas City Terminal Station.

In 1949, due to the volume of propane gas being used, since the Carrier serviced 100 to 150 passenger trains daily, Carrier built a small propane gas plant as a support facility for this operation as it was more economical to have one of its (Carrier's) employees fill the individual gas tanks from a larger tank instead of purchasing filled tanks from the outside firm.

Due to the radical decrease in passenger trains in the ensuing years, the Carrier in October 1969 abolished the position of Propane Plant Operator (claimant in case) and leased this support facility to an outside firm since the need for such a facility had all but disappeared---the record indicates that the work of filling tanks by the plant operator had decreased to about two hours per week, the remainder of his time being spent as a Stockman and Counterman in this Carrier's Storehouse. The claimant, following his job abolishment displaced on a Stockman-Counterman position in Carrier's Stores Dept.

We cannot grant what the Employees are here requesting since the Carrier cannot be required, either by law or this Board, to operate support facilities to its basic railroad operations when such support facilities are no longer needed and, further, since the claimant is being compensated his guaranteed rate of pay under the February 7, 1965 Job Stabilization Agreement, we will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1972.