

Award No. 3951
Docket No. 3808
2-AT&SF-BM-'62

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Charles W Anrod when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O. (Boilermakers)

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
- Western Lines -

DISPUTE: CLAIM OF EMPLOYES: 1. That under the terms of the current agreement the Carrier improperly assigned Sheet Metal Workers at Albuquerque, New Mexico, to perform work of the Boilermakers Classification.

2. That accordingly the Atchison, Topeka and Santa Fe Railroad be ordered to additionally compensate employes of the Boilermakers' Craft at their applicable rate of pay, for the aforesaid violation as follows:

One Boilermaker-Welder to be named	8 hours
One Boilermaker to be named	8 hours
Total Hours	<u>16 hours</u>

EMPLOYES' STATEMENT OF FACTS: At Albuquerque, New Mexico, the Atchison, Topeka and Santa Fe Railway maintains a force of boilermakers and helpers, in their Albuquerque Diesel Repair Shops, and Central Work Equipment Shop, who hold seniority at that point in accordance with the rules agreement. The said Atchison, Topeka & Santa Fe Railway will hereinafter be referred to as the carrier.

On or about February 11, 1958, the carrier elected to add to their Diesel Locomotive Shop Equipment a metal work bench. Said work bench to be used by Shop Mechanics engaged in repair of Diesel Locomotives. Said bench was fabricated of No. 12 gauge metal, reinforced by angle iron. Dimensions of bench was approximately 36" x 60"; height from floor level to deck or working level of platform was approximately 33".

Carrier assigned the work of laying out, fitting up, and welding of said bench to Sheet Metal Workers. Shop Boilermakers sheared the 36" x 60" plate used in fabrication of the bench.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier,

denote that they are through the medium of their claim in the instant dispute, requesting the Board to grant them that which they have, by their own actions, previously recognized is not required under the agreement rules.

In conclusions, the carrier respectfully reasserts that the employes' claim in the instant dispute is wholly without support under the governing agreement rules and the long-standing practices thereunder, and should, for reasons expressed herein be dismissed or denied in its entirety.

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 were given due notices of hearing thereon.

The instant claim involves essentially the same factual situation and legal questions as those discussed in our Award 3939. What we have said in that Award with respect to the building of a scaffold in connection with the construction and installation of a permanent Diesel Repair Platform in the Carrier's Diesel Repair Shops at Albuquerque, New Mexico, is also applicable to the construction and installation of the metal work bench on such a platform with which we are here concerned.

Accordingly, we hold that the instant claim is without merit for the reasons stated in our aforementioned Award. As a result, it becomes unnecessary to rule on the Carrier's procedural objections and we express no opinion on the validity thereof.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 28th day of February 1962.