

Award No. 3940

Docket No. 3502

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 AND SANTA FE RAILWAY
COMPANY (Western Lines)**

DISPUTE: CLAIM OF EMPLOYES: 1. That under the terms of the current agreement the Carrier improperly assigned work of the Boilermakers Classification to Sheet Metal Workers at Albuquerque, New Mexico, on or about January 27 and 28, 1958.

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

Leonard Herrara, Boilermaker.....	16 hours
Edward Hogg, Boilermaker.....	16 hours
Total Hours	<u>32 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 Shops, and Central Work Equipment Shop, who hold seniority at that point in accordance with the Rules Agreement. The said Atchison, Topeka and Santa Fe Railway will hereinafter be referred to as the carrier.

On or about January 27 and 28, 1958, the carrier elected to add to their Diesel Locomotive Shop Equipment a metal tool box. Said tool box to be used for storing tools used during process of repair on diesel locomotives. Also said tool box included a compartment for storing wipe rags or towels. The said tool box and storage compartment dimensions were approximately 32"x48" and height from ground level to top of box approximately 32". 12 gauge sheet steel was used as material for the fabrication.

Carrier assigned the work of laying out, fitting up, riveting and welding

system, consequently there is no substance to the general chairman's contention that the building and installation of diesel platforms by Shop Extension Department forces is confined to the particular points where such forces had previously installed that particular fixture or item of equipment. Furthermore, and as shown in the carrier's statement of facts, the seniority of Shop Extensions Department employees is not restricted to a single point, but under Rule 28(b) 2 extends over a grand division, or in this case the entire Western Lines, including Albuquerque, the location involved in this dispute.

It will be apparent from the above that the handling complained of in this dispute stems from an established practice that has extended over a period of more than thirty (30) years and throughout revisions of the agreement without abrogation. The actions of the employees and their representatives clearly 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 conclusion, the carrier respectfully reasserts that the employees' 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 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.

Parties to said dispute were given due notice of hearing thereon.

The instant claim involves essentially the same factual situation and legal questions as those discussed in our Award No. 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 tool box 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.