

Award No. 3946
Docket No. 3803
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 EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Boilermakers)

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY — WESTERN LINES

DISPUTE: CLAIM OF EMPLOYEES:

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.

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 for the aforesaid violation as follows:

Tom C. Cordova, Boilermaker-Welder	8 hours
Andres Santiago, Boilermaker	8 hours
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Total Hours	16 hours

EMPLOYEES' 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. The Atchison, Topeka & Santa Fe Railway will hereinafter be referred to as the carrier.

On or about April 2, 1958, the carrier elected to add to their equipment in the Diesel Repair Shop a metal work bench, for convenience of employes engaged in repair of diesel locomotives. Said work bench was fabricated of No. 12 gauge sheet steel, welded to 1½ x 1½ angle iron supports or legs. Dimension of bench was approximately 36" x 60" height from floor level approximately 33".

statement of facts, will show that such work was previously done by Shop Extensions Department forces at Argentine in 1948, and not "before the Agreement of 1945 was established" as stated in the above quotation. It will also be apparent from that tabulation that the described handling involved eight other locations throughout the carrier's system, subsequent to the year 1948.

The practice of Shop Extensions Department forces performing work of the nature here involved was in effect prior to the effective date, August 1, 1945, of the Shop Crafts Agreement and extended over the carrier's entire 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.

Carrier reserves the right to submit such additional facts and evidence as it may conclude are necessary in reply to the ex parte submission of the employees or any subsequent oral arguments or briefs of the employees in this dispute.

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 employees 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 notice 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 the 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 appli-

cable 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.