

Award No. 3947
Docket No. 3804
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 Shop Extension Forces 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:

Two Boilermakers who will be named 8 hours each, or total of 16 hours.

EMPLOYEES' STATEMENT OF FACTS: At Albuquerque, New Mexico, the Atchison, Topeka and Santa Fe Railway hereinafter referred to as the carrier, maintains a large locomotive repair shop. Also a Central Work Equipment Shop.

The carrier maintains at their Albuquerque Shops, a force of boilermakers and helpers, who hold seniority at that point in accordance with the rules agreement.

On or about February 14, 1958, the carrier elected to build for their locomotive repair shop two kerosene oil tanks for holding kerosene to clean parts of diesel locomotives. Said tanks were fabricated of 12 gauge sheet-steel.

Carrier assigned the work of laying out, fitting up and welding of the tanks to Shop Extension forces. Shop boilermakers sheared the 12 gauge sheet steel plates to size from larger sheets furnished by the Store Department.

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 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 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 applicable to the construction and installation of the two kerosene oil tanks on such platforms 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.