



Award No. 4935

Docket No. 4809

2-AT&SF-EW-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Donald F. McMahon when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Western Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the terms of the current working Agreement, the Carrier erred when they assigned Machinist to attempt to repair electrical equipment on Burro Crane located at Springer, New Mexico, on August 22, 1963.

2. That accordingly, The Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Electrician Glen P. Curto, eight (8) hours at his regular rate of pay.

EMPLOYEES' STATEMENT OF FACTS: Glen P. Curto, hereinafter referred to as the claimant, is a monthly rated employe, regularly employed as an electrician by the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the carrier. The claimant as stated, is a monthly rated electrician, holding seniority on the Western Lines Grand Division, in this carrier's mechanical department. The claimant's hours of assignment are from 7:30 A. M. to 4:00 P. M., 30 minutes lunch period, Monday through Friday, Saturday available for emergency duty only.

August 22, 1963, this carrier ordered their motor car maintainer Mr. Bob Stewart, who is a machinist, to make repairs to the electrical equipment on Burro Crane located in the vicinity of Springer, New Mexico, which is headquarters for both Stewart and the claimant. Springer, New Mexico is approximately 201.6 miles from Albuquerque, New Mexico. However, the claimant has grand division rights with respect to electrical work.

This dispute has been handled with the carrier officers designated by the management to accept and dispose of disputes such as this, with the net result that all have denied the claim and refused to make any correction in the conditions which generated the dispute.

pay for August 22, 1963, the date of the claim in the instant dispute, and had he been used to make the necessary repairs to the burro crane, as the employes contend should have been done, he would still have received one day's pay, no more, no less. A claim for an additional payment of 8 hours to Claimant Curto therefore cannot be justified on any basis.

In conclusion, the carrier respectfully reasserts that the claim of the employes in the instant dispute is without merit or support under the agreement rules and should be dismissed or denied for the reasons expressed herein.

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 gist of the instant claim is that the Carrier should have sent the Claimant, who is a Shop-Extension electrician at Albuquerque, New Mexico, to Springer, New Mexico, to perform the repair work on the electrical equipment of the Burro Crane in question instead of an electrician from the Centralized Work Equipment Shop.

The record shows that, "(t)he Mechanical Equipment Department Electrical Workers of all classes have a coexistent status of worker assignment." It is obvious, then, that the assignment of this work to one of the classes of electricians did not violate the contractual rights of another class of electricians since both classes of electricians have the right to perform the work.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 27th day of July, 1966.