

**Award No. 3943
Docket No. 3800
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 other than Boilermakers to Boilermakers' Classification of work at Albuquerque, New Mexico, Shops.

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

Tom C. Cordova, Boilermaker	8 hours
Leo Herrera, Boilermaker	8 hours
Total Hours	<hr/> 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 Diesel Repair Shops, and Central Work Equipment Shop, who hold seniority at that point in accordance with the Rules Agreement. The Atchison, Topeka and Santa Fe Railway will hereinafter be referred to as the carrier.

On or about February 5, 1958, the carrier elected to add to one scaffold, or ramp, located in the Diesel Repair Shop, a hand rail, for safety purposes, or to safeguard workmen, from falling.

The said scaffold was fabricated of old discarded super heater units, and was welded to floor of the scaffold.

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 likewise applicable to the construction and installation of the hand railings 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 assertion that the assignment of the work here in dispute to employees represented by the Sheet Metal Workers' Association was also proper under Rule 83 of the Labor agreement as well as on its procedural objections and we express no opinion on the validity of said assertion and objections.

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.