

Award No. 3950  
Docket No. 3807  
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.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. - C. I. O. (Boilermakers)**

**THE ATCHISON, TOPEKA & 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 Company be ordered to additionally compensate employes of the Boilermakers' Craft at their applicable rate of straight time pay for the aforesaid violations as follows:

Tom C. Cordova, Boilermaker-Welder.....	120 hours
Carlos B. Sanchez, Boilermaker.....	120 hours
Carlos Montano, Boilermaker-Helper.....	120 hours
Total hours .....	<u>360 hours</u>

**EMPLOYEES' STATEMENT OF FACTS:** At Albuquerque, New Mexico, the Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the carrier, maintains a force of boilermakers and helpers in their Diesel Repair and Centralized Work Equipment Shops. All boilermakers and boiler-maker helpers hold seniority at the Albuquerque Shops in accordance with the rules agreement.

On or about January 28, 1958, the carrier elected to add to their Diesel Locomotive Repair Shop, an additional scaffold to facilitate repairs to the diesel locomotives, when tied up for repairs at the Albuquerque Shops. Said scaffold is about 30 feet in length, 99 inches wide and five feet from floor level. Said scaffold is fabricated entirely of channel iron, angle iron, and heavy gauge plate metal, with upright supports of old boiler flues or heavy pipe.

All of the work in connection with the building of the scaffold referred to, including the laying out, fabricating, assembling and welding, was assigned

period of more than thirty (30) years and throughout revisions of the Agreement without abrogation. The actions of the employes 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 employes' 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.

Without prejudice to, or receding from its position as previously stated herein, that the claim of the employes in the instant dispute should be either dismissed or denied, the carrier further asserts that the requested additional payment of one hundred twenty (120) hours to each of three claimants in this dispute, or a total of three hundred sixty (360) hours is excessive. Actually only eighty (80) hours each, or a total of two hundred forty (240) hours, was devoted by three Shop Extensions Department employes to the reconstruction and installation of the diesel repair platform involved 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 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 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 scaffold 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 further assertion that the total payment of 360 hours as requested by the Claimants is excessive 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.