

**Award No. 3952
Docket No. 3809
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 & 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 employees of the Boilermakers' Craft at their applicable rate of pay for the aforesaid violation as follows:

Two Boilermakers 8 hours each or a total of 16 hours.

EMPLOYEES' STATEMENT OF FACTS: At Albuquerque, New Mexico, the Atchison, Topeka & Santa Fe Railway hereinafter referred to as the carrier, 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.

On or about February 10, 1958, the carrier elected to add to the Diesel Locomotive Shop repair equipment, a metal vise stand for use of employees repairing diesel locomotives. Said vise stand was fabricated of $\frac{3}{8}$ " x 22" x 22" plate metal or $\frac{3}{8}$ " sheet steel, bottom plate 22" x 22" to which bottom plate was welded upright support of heavy pipe, the top plate to which the vise was bolted was approximately 19" x 28".

All of the work in connection with the fabrication and installation of said vise stand, including the laying out, fitting up and welding was assigned to Shop Extension Forces.

This dispute has been handled with all officers of the carrier designated to handle such disputes including the highest designated officer of the carrier, all of whom have declined to make a satisfactory adjustment.

system, consequently there is not 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.

Without prejudice to, or receding from its position as previously stated herein that the claim of the employees in the instant dispute should be either dismissed or denied, carrier further asserts that the requested additional payment of sixteen (16) hours contemplated by Item 2 of the claim, is excessive. Actually only four (4) hours was consumed by a Shop Extensions Department mechanic in completing and applying the vise stand 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 employee or employees involved in this dispute are respectively carrier and employee 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 completion and installation of the metal vise stand 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 further assertion that the total payment of 16 hours as requested by the Organization on behalf of two Boilermakers is excessive as well as on the Carrier's 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.