

**Award No. 5366
Docket No. 5227
2-AT&SF-EW-'68**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Gene T. Ritter 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 Agreement the Carrier erred when they failed to assign Mr. M. L. Johnson to do work on Caboose No. 2040, May 2, 1965.
2. That according The Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Electrician Mr. M. L. Johnson four (4) hours at his regular rate of pay.

EMPLOYEES' STATEMENT OF FACTS: Mr. M. L. Johnson, hereinafter referred to as the Claimant, is an hourly rated electrician regularly employed by The Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the Carrier, in the Mechanical Department of their Western Lines at their Albuquerque Shops, in the Car Department. This Claimant is assigned Monday through Friday, with rest days Saturday and Sunday; hours of assignment 7:30 A.M. to 4:30 P.M., lunch period 12:00 Noon to 12:30 P.M. This position was established September 3, 1964 and was assigned to this Claimant September 10, 1964.

This dispute has been handled with the proper Carrier officers designated by the Santa Fe management to handle such claims and disputes with the net result that all who have reviewed the claim have denied the claim and refused to make any corrections or changes in the conditions that generated this dispute.

The Agreement effective August 1, 1945, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: Pursuant to the provisions of the current controlling Agreement, particularly Rule 16, paragraphs (a), (b) and (c), and herein reproduced for your Honorable Board's ready reference:

While grasping for support for the instant claim, the Employes have cited, as previously stated, Items (1) and (23) of Appendix "B", which are irrelevant and immaterial. Item (1) pertains to the settlement of disputes arising between two or more of the organizations parties to the general agreement. Only one craft, the Electrical, is here involved and, therefore, this item lends no support to their position. Item (23) pertains to a division of work between the Water Service Employes, Shop Extension Forces and Shop Employes, a matter that is completely foreign to the instant dispute; therefore, this item also lends no support to the Employes' claim.

In conclusion, the Carrier reasserts that the claim of the Employes in the instant dispute is without merit or support under the Agreement rules, and should be denied for the reasons expressed herein.

Carrier is uninformed concerning the arguments and evidence that might be presented by the Employes in this claim, and accordingly reserves the right to submit such additional facts, evidence and argument it might conclude are necessary in reply to the ex parte submission of the Employes in this dispute.

All that is contained herein is either known or available to the Employes and their representatives.

(Exhibits not reproduced.)

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.

Claimant contends that Carrier violated the agreement by permitting Car Lighting and Air Conditioning Inspector O'Brien to obtain three (3) generator belts and install the same on Caboose No. 2040 on Claimant's rest day.

Both Claimant and the CL & AC Inspector held seniority to perform electrical work at the point involved. Both classes of electricians involved in this dispute are covered by the same Agreement and both are assigned to perform electrical work in the maintenance of equipment department.

There being no provision in the Agreement restricting the CL & AC Inspector from performing the work involved in this instance, we must find that the contractual rights of the Claimant have not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1968.

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