



Award No. 5300

Docket No. 5061

2-PRSL-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold W. Weston when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

PENNSYLVANIA-READING SEASHORE LINES

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than employes of the Electrical Workers craft to completely wire a new building at Paulsboro, N. J.

2. That accordingly the Carrier be ordered to compensate electricians James Merrill, 19 days, plus benefits lost, Elwood Watson, 6 days, Anthony Billingshire, 3 days, William Solly, 6 days, all at 8 hours per day pro-rata rate, the last 3 named being available on their rest days and James Merrill, being available account of being on furlough.

EMPLOYEES' STATEMENT OF FACTS: The Pennsylvania-Reading Seashore Lines, hereinafter referred to as the Carrier, maintains inspection, repair and maintenance forces at the Camden, N. J. Engine House of the Pennsylvania Railroad and the Atlantic City House of the Pennsylvania-Reading Seashore Lines, Atlantic City, N. J., all employes on one common roster.

On June 2nd to 26th 1964, inclusive, the Carrier elected to use employes of another craft to wire a new building at Paulsboro, N.J.

Under date of August 15, 1964, a time claim was presented to Mr. A. P. Ruscio, Motive Power Foreman. A copy of this letter is submitted and shown as Exhibit 'A'.

Under date of September 10, 1964, Mr. Ruscio, denied the claim. A copy of this denial is submitted and shown as Exhibit 'B'.

Under date of November 5, 1964, we replied to Mr. Ruscio, advising we could not accept his denial. A copy of this letter is submitted and Shown as Exhibit 'C'.

Under date of November 5, 1964, we appealed claim to Mr. H. S. Miller,

agreed upon by the parties to the applicable Agreement. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has conclusively shown that there has been no violation of the applicable Agreement in the instant case and that the Employees' claim is without merit.

Therefore, the Carrier respectfully submits that your Board should deny the claim of the Organization in this matter.

The Carrier demands strict proof by competent evidence of all facts relied upon by the Employees, with the right to test the same by cross-examination, the right to produce competent evidence in its own behalf at a proper trial of this matter, and the establishment of a proper record of all of the same.

All data contained herein have been presented to the employees involved or 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 waived right of appearance at hearing thereon.

The work in question consisted in completely wiring a new building at Paulsboro, N. J. Neither the scope rule nor any other provision of the Agreement provides that such work is exclusively under the jurisdiction of electricians, and the record fails to establish that, as a matter of tradition and practice, the work belongs only to that craft. Petitioner's Exhibit L, a letter of January 16, 1952, from Master Mechanic Fleck to the Electricians' General Chairman is too limited in scope to establish a broad past practice.

It is confined to work under Fleck's jurisdiction only and the sole work referred to at Paulsboro is drawbridge maintenance. Award 4445, cited by Petitioner, concerns the maintenance of Station Lighting at Ocean City, N.J., rather than the work in dispute and does not describe or find a sufficiently broad practice to be controlling in the present case.

Carrier maintains that signalmen have consistently performed this work on this property. It is supported in that regard by a letter of May 11, 1967, to this Division from Jesse Clark, President of the Brotherhood of Railroad Signalmen. In that letter, Mr. Clark states that the work claimed by the Electricians in this case is "work which has been performed by Signalmen since this Carrier was formed" and "work which by tradition, custom and practice has been performed by C. & S. employees." (Emphasis Mr. Clark's).

The burden of establishing the essential elements of its claim is on Petitioner and, while we might believe as a matter of conjecture that the work of completely wiring a building would ordinarily be electrician's work, we find no basis in the rules or in evidence of tradition, custom or past practice to substantiate this claim. It accordingly must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 24th day of October, 1967.