

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International
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(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. August 11, 1974, foreman at Florence, S. C., sent Machinist Jack Williams to train #110 to add cooling water to diesel locomotive unit #1781. This being after Engineer called engine-house advising that said unit needed cooling water.
2. That the Carrier be ordered to compensate Sheet Metal Worker George Dunn for two (2) hours and forty (40) minutes at time and one half rate of pay.

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 Claimant, Sheet Metal Worker George Dunn, is employed by the Carrier at Florence, South Carolina. On August 11, 1974, Mr. Jack Williams, a member of the Machinists' Craft, was required to add cooling water to Unit 1781 on through Train 110, which was stopped at the north end of the freight yard at Florence, in the process of changing train and engine crews and picking up northbound cars. While we are not informed as to the exact distance Train 110 was from the shops, the General Chairman stated that "... the time to drive to the north end of the freight yard and back far exceeds twenty minutes...."

The Organization contends that the adding of cooling water to a diesel unit in shops and yards at Florence belongs exclusively to members of the Sheet Metal Workers' Craft. The Organization points to the Sheet Metal Workers' Classification of Work Rule, Rule 85, as Agreement support for its contention:

"... and all other work generally recognized as sheet metal workers' work."

The Organization submitted a statement signed by seventy-five employees from all crafts stating that:

"We the Undersigned Shop Employees of the S.C.L.R.R., at Florence, S.C. do state that Maintaining the proper Cooling Water level in Diesel units in the Shop and the Yards at Florence, S.C. is now and has been in the past Sheetmetal Workers work."

The Organization submitted a copy of the locomotive repair, maintenance and inspection form which Sheet Metal Workers are required to sign. It states in part:

"Fill engine cooling system to proper level with engine running. Check water treatment concentration* in engine _____ . Fill toilet tank* _____"

The Carrier contends that Sheet Metal Workers are only required to add cooling water to diesel units when such units are in the shop and are being prepared for service, and that this is an incidental part of the inspection of the cooling system and necessary repairs thereto. The Carrier contends that there is no Agreement support for the Organization's contentions. The Carrier contends that in the adding of cooling water to diesel units outside the Shops all crafts have historically performed this service. The Carrier submitted statements from supervisory personnel on the property and before the Board in support of its position.

Rule 85 makes no specific reference to the adding of cooling water as being Sheet Metal Workers' work. The Organization relies on the "... and all other work generally recognized as Sheet Metal Workers' work" clause of the Rule as the contractual basis for claiming the work. In interpreting and applying such a clause, it is settled beyond question that the burden of proof is on the Organization to show by custom, practice and tradition that the work in question has been performed exclusively by the Organization claiming it on a system-wide basis. See, for example, Second Division Awards 4971, 5151, 5316, 5361, 5576, 5928, 6867, 7020. The conflict in evidence aside, the evidence presented by the Organization only relates to Florence, South Carolina. We are compelled to find therefore that the Organization has not met its burden of proof on the matter of an exclusive system-wide past practice.

The form, Employes Exhibit "I", item 13, which is used in the Shop in connection with locomotive repair, maintenance and inspection work, confers no contractual rights to the Sheet Metal Workers to add cooling water to a diesel unit on a through train located in the north end of the freight yard at Florence, which was in the process of changing train and engine crews and picking up northbound cars.


Since the Organization has not met its burden of proof of an exclusive system-wide practice, we are compelled to deny this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of December, 1977.

