

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

(Sheet Metal Workers' International Association
(A.F.L. - C.I.O.
Parties to Dispute: (
(The Atchison, Topeka and Santa Fe Railway Company

Dispute: Claim of Employes:

1. That The Atchison, Topeka and Santa Fe Railway Company violated the controlling agreement, particularly Rule 82, when they arbitrarily transferred Sheet Metal Workers' work of servicing fire extinguishers at Barstow, California to members of the Machinists' Craft and Carmen's Craft.

2. That accordingly, The Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Grand Division Sheet Metal Worker V. G. Razo in the amount of 128 hours at pro rata rate covering period beginning November and December, 1981 - this to be a continuous claim until this work is returned to the Sheet Metal Workers' Craft.

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 employes 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.

Grand Division Sheet Metal Worker V. G. Razo, the Claimant, is employed by the Carrier at San Bernardino, California, and his territory includes Barstow, which is ninety (90) miles away. Way car fire extinguishers were serviced by a Grand Division Sheet Metal Worker since 1976. In mid 1981, some of the fire extinguishers serviced by the Grand Division Sheet Metal Worker were sent to the Mechanical Shop at Barstow and serviced by Employes of the Machinist Craft. In late 1981, all rolling stock fire extinguishers work at Barstow was assigned to the Machinist at that location.

The Sheet Metal Workers argue that the work in question has been recognized as belonging to them since the opening of the Barstow Hump Yard and was so acknowledged by the Carrier in correspondence with the Organization.

The Carrier asserts the servicing, charging, and inspection of fire extinguishers has been performed by a variety of crafts at many other locations and in Barstow. The Carrier contends Rule 82, Classification of Work, contains no mention of fire extinguishers and that the Organization is relying on the phrase "and all other work generally recognized as Sheet Metal Workers' work". The Carrier argues that the work in question can be considered as generally recognized as Sheet Metal Workers' work belonging exclusively to that Craft only if such work has been historically performed by the Sheet Metal Workers on a system-wide basis.

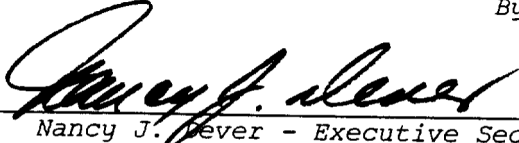
This Board has consistently held that barring a showing that a practice was historically and customarily followed on a system-wide basis, a petitioner's claim of work will be denied. Contracts must be interpreted as a whole, and the specific will govern over general language. Accordingly, we find the Organization claim fails to establish an agreement basis upon which to support this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of September 1985.