

The Second Division consisted of the regular members and in addition Referee Jonathan Klein when award was rendered.

Parties to Dispute: (Sheet Metal Workers International Association  
(Southern Pacific Transportation Company (Western Lines)

Dispute: Claim of Employees:

1. That the Carrier violated Rule 77 of the current Motive Power and Car Department Agreement.
2. That claimant L. K. Potterton be compensated by the Carrier for eight (8) hours pay at straight time rate plus interest at the rate of ten percent (10%) per annum.

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.

On January 3, 1983, a road crew was dispatched from Carrier's Roseville Diesel ramp facility to its Sacramento yard facility, a distance of approximately 15 miles. The crew consisted of two Electricians assigned to service air conditioning and electric generators on private cars, and a boiler-maker and carpenter to repair a locomotive door. In addition, a Machinist was sent to repair and inspect two locomotives, including their steam generators. While servicing one of the locomotives' generators, the Machinist made a temporary repair to a broken copper pipe.

The Organization contends that the work performed by the Machinist properly belonged to the Sheet Metal Workers pursuant to Classification of Work Rule 77, Rule 33 and Rule 82 of the applicable Agreement.

Rule 77 states in pertinent part:

"Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards and buildings (except work performed by Maintenance of Way Department employes) and on passenger train cars and engines of all kinds . . . the bending, fitting cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes . . . and all other work generally recognized as sheet metal workers' work."

Rule 33(a) provides as follows:

"None but mechanics or apprentices classified as such, shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed. This rule does not prohibit foremen, in the exercise of their supervisory duties, from performing mechanics' work."

Rule 82 deals with road work, and it states:

"Sheet Metal Workers will be sent out on line of road to outlying points, when their services are required but not for small unimportant running repair jobs."

The Board finds that the temporary repairs to the broken copper water line was work the performance of which, under different facts and circumstances, may properly have belonged to members of the Organization's craft. However, in this case the Organization failed to demonstrate by sufficient credible evidence that the work which was performed by the Machinist was anything other than a small, unimportant running repair job. As such, Rule 82 of the Agreement when read in pari materia with Rules 33 and 77 of the applicable Agreement permitted the performance of this work by a Mechanic of another craft. While the record indicates that at one time a Sheet Metal Worker was assigned to a regular road crew dispatched from the Roseville Shop to service passenger cars and diesel locomotives at the Sacramento yard, that position was abolished in 1976 due to changes in the Carrier's operation at Sacramento.

The Board finds that the Organization has failed to meet its burden of proof that the Carrier, under all the facts and circumstances of this case, failed to comply with Rules 77, 33(a) and 82 in authorizing a Machinist to perform a small, unimportant running repair out on line of road. There is simply no evidence of record to establish that in similar cases since 1976, the Carrier would have ordered a Sheet Metal Worker to accompany such a road

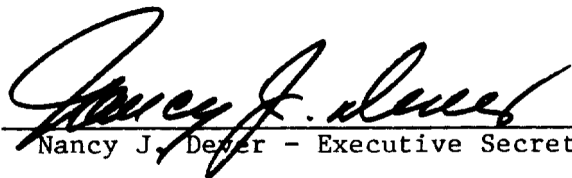
crew. There is no evidence the Carrier had advance knowledge that the repairs to the locomotives were anything but minor in nature, or that Sheet Metal work was involved. There is no evidence that the Carrier required the Machinist or the member of any other craft composing the road crew to perform major repairs to the locomotive which work on line of road would have properly belonged to the Organization's members.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
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Nancy J. Deter - Executive Secretary

Dated at Chicago, Illinois, this 16th day of July 1986.