

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. Carman T. Lynch, W. Skradski, L. McRae, W. Anderson and J. Bruzas were deprived of work and wages to which entitled when the Chicago and North Western Transportation Company violated the controlling agreement when it improperly assigned laborers to perform carmen's work of washing caboose exteriors on July 26, 27, 28, 29 and 31, 1984 and August 1, 2, 3 and 14, 1984.

2. The Chicago and North Western Transportation Company be ordered to compensate Carmen Claimants as follows:

T. Lynch	July 26 and August 2, 1984
W. Skradski	July 27 and August 3, 1984 - 4 violations
L. McRae	July 28, 1984 - 2 violations
W. Anderson	July 29, 1984
J. Bruzas	July 31, August 1 and 14, 1984

Claim is made for five (5) hours pay at the pro rata rate for the above listed dates.

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.

As third party in interest, the International Brotherhood of Firemen and Oilers has filed a Response to this Claim.

The Claimants claim that the Carrier improperly assigned Firemen & Oilers laborers to wash the caboose exteriors at the Carrier's Escanaba train yard during July and August of 1984.

The Organization argued that Rules 14, 15, 30, 58 and 76 have been violated. In addition, the Organization states that the washing of caboose exteriors has been historically performed by Carmen at the Carrier's Escanaba, Michigan facility.

The Carrier argued the cleaning of cabooses is not exclusively reserved to the Carmen's craft. In addition, the Carmen's Agreement does not specifically mention cabooses at all, while the Firemen & Oilers Agreement specifically mentions in Section 6, Class 2 ". . . Clean and supply cabs and/or cabooses;" The Carrier supplied Second Division Awards 7244 and 7245 to bolster their argument.


On complete review of the evidence, the Board finds the petitioner has not met its burden of proof in this matter. The Organization did not prove that the cleaning of caboose exteriors is exclusively reserved to the Carman's craft either by Rule or by historical precedent. The Firemen & Oilers contract does provide for this work, whereas the Carmen's Agreement does not. The cases before this Board have been relatively consistent. Where an Organization cannot show exclusivity by Rule, they must show that the work in question has been historically and exclusively performed by the members of their craft on a system wide basis. The Organization was simply not able to prove, by either test, their case. Therefore, the Claim will be denied.

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 10th day of December 1986.