Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 11659
SECOND DIVISION Docket No. 11426-T
89-3-87-2-72

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

PARTIES TO DISPUTE: (Sheet Metal Workers International Association
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(Chicago & North Western Transportation Company

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the Current and Controlling Agreement and Rules numbered 29, 53, 159 and 103, when management improperly assigned Maintenance of Way Carpenters Messers. R. Cizek, M. Stauss, K. Powers, J. Kuter, G. Galich and P. Dominges to wrap and insulate steam, water and steam return pipes lines at M-19 Building and California Avenue Shop Building. Carpenters were assigned our work on July 21, 1986.

2. This is clearly work belonging to the Sheet Metal Workers' craft and for that reason I am asking that the total of 280 hours at the straight time rate and 143 hours at the rate of time and one half between the dates of July 21, 1986 and August 10, 1986, be equally divided among all of the Sheet Metal Workers currently working on the Suburban Division Roster.

3. Also an accurate record be kept of the total hours after August 10, 1986 that carpenters performed our work and that this amount, straight time and time and one half when applicable, be added to the total hours between July 21, 1986 and August 10, 1986 and divided among the Sheet Metal Workers currently employed on the Suburban Division.

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.

The facts in this case are that the Carrier assigned the work of insulating couplings and valves to a Pipefitter, but the work of insulating the pipes was assigned to Carpenters. The Organization alleges that the insulating work on pipes was assigned to another craft in violation of the Sheet Metal Workers' Agreement. Specifically, the Organization alleges violation of Rules 29, 53, 159 and 103. Rule 103 states:

> Classification of Work
> "Rule 103 (1) Sheet metal workers work shall consist of tinning, copper-smithing, and pipefitting in shops, yards, buildings and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steampipes; the operation of babbitt fires; oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work and all other work generally recognized as sheet metal workers' work."

The Carrier denied the Claim on property arguing that the Rule did not assign the insulation of pipes to the Sheet Metal Workers. The Carrier denied that this work had historically been performed on this property exclusively by Sheet Metal Workers.

The Brotherhood of Maintenance of Way Employes submitted a response of Third Party involvement. It argued that Sheet Metal Workers did not have the exclusive right to the disputed work and in fact it was customarily, historically and in this case properly assigned by the Carrier to Maintenance of Way employees under the Scope and Classification Rules of their Agreement.

The Central issue at bar is whether the Carrier properly assigned the work of insulating pipes or violated the Agreement, removing Sheet Metal Workers' work and allowing its performance by another craft.

In the instant case, the Board finds no evidence that any Rule has been violated. Rule 103 includes no language relating to "insulation." If it was the Organization's position that said work was either covered by the general listing of "pipes" or by the language "all other work generally recognized as sheet metal workers' work," than probative evidence was essential. The weight of the evidence to substantiate a Claim rests with the moving party. A careful review of the Organization's assertions relative to insulating all pipes on business and passenger cars, does not relate directly to this Claim inside the shop facilities. Assertions, no matter how sincere or how often repeated are not evidence of record. Evidence that the disputed work was exclusively and historically Sheet Metal Workers work is lacking. Unable

to find sufficient probative evidence to support the Claim, it is denied for lack of proof (Second Division Awards 11414, 11282, 10718, 10685).

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 22nd day of February 1989.