

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

(Sheet Metal Workers International Association
STATEMENT OF CLAIM: (
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the current controlling agreement, Rule 71 in particular, when they improperly assigned other than a Sheet Metal Worker to clean and repair sanders on Burlington Northern Locomotive 5371, in consist for Train 84RR026, located in the East Yards, Number 2 Track, at Alliance, Nebraska on July 14, 1987.

2. That accordingly, the Carrier be required to compensate Sheet Metal Worker D. O'Connor in the amount of eight (8) hours pay at the rate of time and one-half the prevailing rate of pay for the above-stated date.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

In a companion case involving the same parties and the same issue (Award 11925), the Board held that the disputed work was not protected under Rule 71 of the Sheet Metal Workers Agreement, but rather momentary incidental work integral to the Machinists' responsibility of preparing the locomotive for departure from the East Yard. In the case at bar, where again the record does not indicate what work was actually performed we have no measurable objective basis for determining whether a violation occurred. To be sure, the Organization is correct that the cleaning of sanders is protected work, particularly as that work is defined in Carrier's instructions for the cleaning and maintenance of locomotive sanding systems, but said work was not performed

herein by the machinist. Instead the record indicates that the machinist cleared the sandpipe by a tap or with the insertion of a wire instrument. Thus, consistent with our decision in Second Division Award 4219, where we held that such work was not exclusively Sheet Metal Workers work (Pipefitters), we must find for Carrier and deny the petition as presented. We take judicial notice that the Machinist Organization as a prospective party in interest apprised the Board via letter dated December 23, 1988, that it would not submit a response.

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 August 1990.