

The Organization submitted a statement signed by seventy-five employees from all crafts stating that:

"We the Undersigned Shop Employees of the S.C.L.R.R., at Florence, S.C. do state that Maintaining the proper Cooling Water level in Diesel units in the Shop and the Yards at Florence, S.C. is now and has been in the past Sheetmetal Workers work."

The Organization submitted a copy of the locomotive repair, maintenance and inspection form which Sheet Metal Workers are required to sign. It states in part:

"Fill engine cooling system to proper level with engine running. Check water treatment concentration* in engine _____ . Fill toilet tank* _____"

The Carrier contends that Sheet Metal Workers are only required to add cooling water to diesel units when such units are in the shop and are being prepared for service, and that this is an incidental part of the inspection of the cooling system and necessary repairs thereto. The Carrier contends that there is no Agreement support for the Organization's contentions. The Carrier contends that in the adding of cooling water to diesel units outside the Shops all crafts have historically performed this service. The Carrier submitted statements from supervisory personnel on the property and before the Board in support of its position.

Rule 85 makes no specific reference to the adding of cooling water as being Sheet Metal Workers' work. The Organization relies on the "... and all other work generally recognized as Sheet Metal Workers' work" clause of the Rule as the contractual basis for claiming the work. In interpreting and applying such a clause, it is settled beyond question that the burden of proof is on the Organization to show by custom, practice and tradition that the work in question has been performed exclusively by the Organization claiming it on a system-wide basis. See, for example, Second Division Awards 4971, 5151, 5316, 5361, 5576, 5928, 6867, 7020. The conflict in evidence aside, the evidence presented by the Organization only relates to Florence, South Carolina. We are compelled to find therefore that the Organization has not met its burden of proof on the matter of an exclusive system-wide past practice.

The form, Employes Exhibit "I", item 13, which is used in the Shop in connection with locomotive repair, maintenance and inspection work, confers no contractual rights to the Sheet Metal Workers to add cooling water to a diesel unit on a through train located in the north end of the freight yard at Florence, which was in the process of changing train and engine crews and picking up northbound cars.

Since the Organization has not met its burden of proof of an exclusive system-wide practice, we are compelled to deny this claim.

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Docket No. 7258
2-SCL-SM-'77

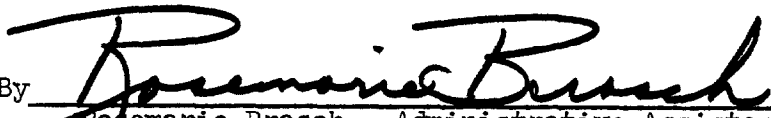
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of December, 1977.

