

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

Parties to Dispute: (Sheet Metal Workers' International Association
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(Southern Pacific Transportation Company

Dispute: Claim of Employees:

- (1) That Carrier violated Rule 33 and Sheet Metal Workers Classification of Work Rule 77 of current Motive Power & Car Department Agreement when work coming under Rule 77 was arbitrarily assigned to employees of other craft.
- (2) That Carrier pay claimant Sheet Metal Worker R. V. Sprowles 2.5 hours pay at straight time rate plus 10% per annum compounded on anniversary date of claim.

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.

The Organization contends that Rules 33 and 77 of the controlling Agreement were violated when machinist employees fabricated metal panels for the metal roll type door at the new Wheel Truing Machine Building. The work was performed during the regular assigned hours of the machinists' tour, 4:00 P.M. - 12:00 Midnight. The Organization asserts that Rule 77, the Sheet Metal Workers Classification of Work Rule provides that work with galvanized sheet iron of 10 gauge or lighter accrues to the Sheet Metal Workers, and avers that no other craft work classification rule reserves this work to other employees. In particular, it maintains that the Machinist Special Rule, Classification of Work Rule 57 does not provide for work with 18 gauge galvanized iron on buildings and observes that Carrier has not disputed this assertion.

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Carrier contends that the work performed was part and parcel of the building itself and not work belonging to any specific craft. It asserts that neither Rule 33 nor 77 of the Organization's Agreement reserves this work to the Sheet Metal Workers and argues that it cannot be established by unequivocal reference to past practice, tradition or custom that such work was normally performed by Sheet Metal Workers. It avers that the written statements of several disinterested employees confirms its position that sheet metal workers have not performed this work and further asserts that both the sheet metal worker who assisted the two machinists fabricate the metal panels and the two involved machinists did not file grievance petitions. Carrier argues that the aforesaid employees did not pursue any adversarial action since they were mindful that work belonged to the Maintenance of Way Department.

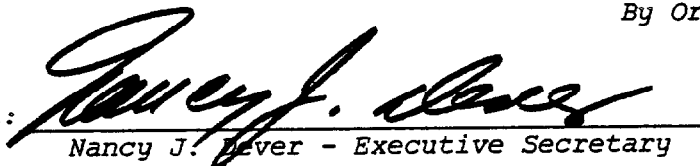
In our review of this case, we concur with Carrier's position. Careful examination of the cited rules does not indicate that the disputed work belongs to the Sheet Metal Workers or for that matter to the employees of the Machinists' Craft. We find no evidence of any past practice that would clearly indicate that the fabrication of the metal panels for the roll up type door was performed by Sheet Metal Workers or any persuasive evidence that pointedly contradicts the written statements of the other employees. The record does not contain the requisite verifiable proof needed to establish the claim's bona fides, and thus, we are compelled to deny it.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Lever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of August 1984.