

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: (*International Brotherhood of Electrical Workers*
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(*The Atchison Topeka and Santa Fe Railway Company*

Dispute: Claim of Employees:

1. *That the Carrier erred and violated the contractual rights of Mr. T. Aulgar when other than Electricians were assigned to perform Electricians work on go-carts.*
2. *That, therefore, Mr. Aulgar be compensated for twelve (12) hours at his pro-rata rate of pay.*
3. *Further, that this is a continuing claim and he is to be compensated for all electrical work performed on go-carts by employes other than Electricians until such time as all electrical work on go-carts is assigned to the Electricians Craft.*

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 Claimant is an Electrician employed at Carrier's Shops located in San Bernardino, California. On November 19, 1979, Carrier instructed a Machinist to rewire an electric cart. On December 7, 1979, a Machinist was required to remove, replace and rewire batteries to this so-called go-cart. It took the Machinists twelve hours to complete this work. The Employes filed the instant claim on December 29, 1979 asserting that the work performed on the go-cart belonged to the Electricians' Craft. The claim was denied by the Carrier and is before this Division for adjudication.

The Employees insist that the work which is being claimed by the Electricians' Craft in this claim consists of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of electric headlights and storage batteries to the go-carts. This work is reserved to Electricians by Rule 88 of the September 1, 1974 Agreement, the Employees contend. Moreover, despite what the Carrier claims, the Employees aver that Electricians have historically performed this work at the San Bernardino Shops. It has not been historically performed by Machinists, the Employees assert. Nor is there a jurisdictional dispute involved here, in the Employees' view, since the Machinist Craft has not claimed the disputed work. The Employees respectfully request this Division to uphold its position and order the Claimant compensated for the work he should have performed on the go-cart on November 19 and again on December 7, 1979.

The Carrier contends that the work claimed by the Employees has historically been performed by Machinists at its San Bernardino Shops. Also, the Carrier submits this work has not been performed exclusively by any one Craft on this property. Carrier stresses that no rule, practice or custom reserved the work in question to the Electricians' Craft. The Carrier maintains that several crafts have performed electrical work on go-carts at various points throughout its system, including San Bernardino. Consequently, the Claimant had no exclusive right to the work in dispute and the claim must be denied as a result.

It must be observed at the outset that Rule 88, the Electricians' Classification of Work Rule, does not specifically reserve electrical work on go-carts to the Electricians' Craft. Indeed, there is no reference to the term "go-carts" in the Rule. Thus, to prevail herein the Employees must demonstrate that members of its Craft have historically performed the work claimed by it in the instant claim. In our considered opinion, the evidence before us is simply too equivocal to support the Employees' contention that its members have exclusively performed the work claimed here at San Bernardino.

There certainly is persuasive evidence in the record that Machinists have also rewired go-carts at San Bernardino. Consequently, the Claimant had no exclusive right to this work absent a specific contractual provision reserving it to the Electricians' Craft. However, we have not been shown any explicit rule on this property reserving the rewiring of go-carts to members of the Electricians' Craft. Therefore, the Employees have failed to prove that the work performed by Machinists on November 19 and on December 7, 1979 was exclusively reserved to its members either by contract, custom or practice. The instant claim must be denied as a result.

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 8th day of May 1985.