

The Second Division consisted of the regular members and in addition Referee T. Page Sharp when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the Controlling Agreement Rule 102 April 30, 1984, when they used other than Carmen to remove shipping covers, made of wood from diesel locomotive radiator cores.

2. That the Missouri Pacific Railroad Company be ordered to compensate Carmen J. D. Bruce and J. A. Duncan four (4) hours each for April 30, 1984.

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.

Carrier received a shipment of diesel locomotive radiator cores at the Pipefitters Shop at the Pike Avenue Diesel Shop at North Little Rock, Arkansas. The Pipefitters on duty broke away the wooden shipping crates in which the cores had been packaged and proceeded to install the cores. As a result of this action the Organization filed the Claims stating that the work belonged to Claimants.

The Organization relies on both a Rule from their Schedule Agreement and on past practice to support its Claim. The Rule, Rule 102, reads in pertinent part:

"Carmen's work, including regular and helper apprentices, shall consist of building, maintaining, painting, upholstering and inspecting of all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops All other work generally recognized as carmen's work."

Also to bolster the Claim, the Organization presented a letter signed by eight Carmen which stated:

"This is to advise that we have always performed the work of removing the wooden shipping covers from diesel locomotive radiator cores at the Pike Avenue Diesel Shops at North Little Rock, Arkansas while employed as Locomotive Carpenters (Carmen)."

This statement is uncontroverted by the Carrier.

The Carrier had written the Local Chairman and had stated in part:

"The uncrating and scrapping of wooden boxes does not belong to any one craft. We receive in wooden boxes turbos, after coolers, ducts, air compressors, drive shafts, cooling fans, crankshafts, dampers, and the particular craft needing this material are the ones that uncrates"

Nothing in Rule 102 is directly applicable to the Claim. None of the stated carpentry functions is descriptive of the act of removing a piece of equipment from a crate, and the statement "all other work generally recognized as carmen's work" is meaningless to this function.

Although the statement of the eight Carmen was uncontroverted, it does not establish the type of past practice necessary to become an Addendum to the Schedule Agreement. As this Board has stated in Second Division Award No. 10663:

"By the nature of the statements and the argument of the Submission the Organization is asserting that past practice at a point is sufficient to allow this Board to add to the agreement. We do not find this to be the case. The agreement is written to define the rights of all of the employees of the craft. In order to alter those rights, it is incumbent that the Organization show that substantially all of the practice claimed has occurred systemwide. No attempt has been made to so demonstrate to us."

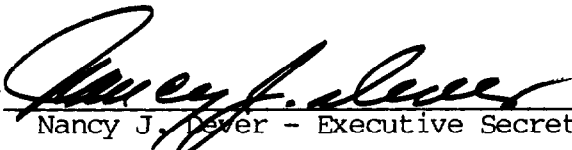
This is the situation before us. Even if the practice could be narrowly defined as relating only to the uncrating of diesel locomotive radiator cores, the only proof of this is at the Pike Avenue facility which is insufficient to establish the necessary systemwide practice. We find that the Claimants have not carried their burden of proof. Therefore we will deny the Claim.

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 11th day of February 1987.