

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Sheet Metal Workers International Association
(
(Southern Pacific Transportation Company
((Western Lines)

STATEMENT OF CLAIM:

1. That the Carrier violated Rules 33 and 77 of the current Motive Power and Car Department Agreement on October 15, 17, 19, 22, 26, 30, 1984, November 2, 6, 8, 12, 14, 16, 20, 26, 29, 1984 and December 3, 6, 10, 1984 when Electrician Helper was assigned to perform Sheet Metal Workers work.

2. That claimants F. Sanders and F. Mayberry of the Sheet Metal Workers Craft be compensated for 18 hours pay each at straight time rate.

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.

On December 11, 1984, a Claim was submitted on behalf of the Claimants. In this Claim, it was essentially contended that the Claimants, employed at the Carrier's Sacramento Locomotive Works over the years, installed and maintained the Stradaflex hoses and pipe fittings to the Zero Blast Machine located at that facility. However, in its claim, it was asserted that an employee of the Electrician craft had stated that "...every morning after the night shift used the machine [he] had to take the hoses and pipe fittings off and clean them before using the machine, sometimes twice a day." It is this task, allegedly performed by the Electricians, that is being claimed herein.

On February 5, 1985, the Claim was rejected on the basis that the work done by the Electrician was a part of his job which calls for him to "operate bead blast and other [E]lectrician [H]elper duties." Moreover, the Carrier submits that cleaning the machine took about fifteen (15) minutes each day.

In reply, the Organization challenged the Carrier's assertion as to how the work was accomplished and it states that the Electrician took two hours on each occasion, not fifteen minutes to perform the work.

On March 28, 1985, the Organization advanced its Claim, asserting that the claimed work involved "the disconnecting with the use of pipe wrenches, 6 hoses ... and then reconnecting the hoses and pipe fittings to the Blast Machine." It asserts that this class of work accrues to its craft by virtue of the Agreement and a past practice of "at least 43 years" standing. It attached a letter of the IBEW Local Chairman who avers that: "The air and pipe work to this machine has always been the responsibility of your Craft."

The Carrier, on May 23, 1985, again denied the Claim, stating in part:

"Investigation reveals the work complained of and giving rise to the claim submitted in this instance was not in fact work exclusively reserved to employees of the sheet metal worker classification. The mere connecting or disconnecting of the stradaflex hoses and pipe fittings on the Zero Blast-N-Peen Machine in order to clean debris which collects in a bottom screen, as was done in this case, takes approximately 15 to 20 minutes, and has been done by both electrician helpers and sheet metal workers."

On June 4, 1985, following a conference between the parties on this matter, the Organization reasserted its Claim. It also stated it would accept the Carrier's offer of 8 hours pay for each of the Claimants on the understanding that the Carrier would recognize the work at issue as belonging to the Sheet Metal Craft.

On June 7, 1985, the Carrier provided statements from two Electrician Helpers to support its contention that the work at issue was done by both Electricians and Sheet Metal Workers, that the disputed work took fifteen to twenty minutes. It also asserted that, because the Claimants were on vacation on various dates of the Claim, they were not the proper Claimants for those dates.

The Organization rejected the Electrician Helpers' statements as providing "no probative evidence", submitted statements from two other employees to support its position. It also cited past Awards on which it relied for support of its Claim.

After further rejection by the Carrier on August 2, 1985, the Claim was properly progressed to this Division.

Pursuant to Section 3, First (j) of the Railway Labor Act, as amended, notice was given and comments were received from the Electrical Workers as a party in interest.

The Board observes that a number of arguments and other matters that may have been relevant were raised for the first time in the parties' submission to the Board. Therefore, these will not be considered in our deliberations.


Turning to the issues properly before us as raised on the property, the Organization has the burden of proof that the work at issue belongs exclusively to its Craft. Here, while we understand, and appreciate the strong arguments made by the Organization's advocate before this Board, the on-the-property record does not show that the work has been performed exclusively by the Sheet Metal Workers. Therefore, we must 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 31st day of August 1988.