

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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(Richmond, Fredericksburg & Potomac Railroad Company

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the current controlling agreement when they improperly assigned other than Sheet Metal Workers in violation of Rule 111 on July 27, 1988, to perform the work of "prelubing" at the Carrier's Potomac Yard facility.

2. That, accordingly, the Carrier be required to compensate Sheet Metal Worker F. G. Causey eight (8) hours pay at time and one-half.

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.

As Third Party in Interest, the International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute and filed a response with the Division.

The Organization contends that Carrier violated the Agreement, particularly Rule 111 when a Machinist pre-lubed diesel locomotive No. 8 at Potomac Yard on July 27, 1988. Said work was performed during the 11:00 P.M. to 7:00 A.M. shift and pursuant to instructions from the Machinist's supervisor. It was the Organization's position that contrary to Carrier's contention that prelubing was a normal part of starting any engine that has been down for more than twenty-four hours, pre-lubing was only done on engines that have been completely drained and placed out of service for a considerable length of time. It points out that pre-lubing is piping up tight and forcing oil through the entire engine. Rule 111 reads:

"Sheet Metal Workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 guage and lighter, etc. The bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes and all other work generally recognized as Sheet Metal Workers' work."

Carrier notes that Potomac Yard is a running repair facility and pre-lubing is an incidental part of the total work involved in starting a locomotive. It contends that the hose connecting the transfer pump between the barrel and the engine is not a pipe and asserts that Rule 111 does not contain language equating hoses to pipes. It further argues that the starting of dead diesel engines has never been craft specific work and observes that as a matter of past practice, Machinists at Potomac Yard have consistently performed pre-lubing in connection with the starting procedure without complaint by the Sheet Metal Workers.

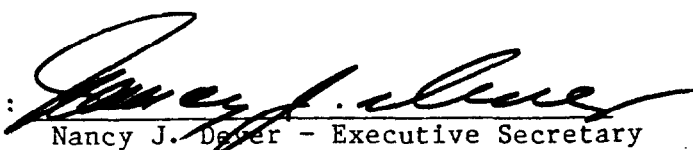
In considering this case, the Board concurs with Carrier's position. As the petitioning party, the Organization is responsible for developing the substantive bona fides of its claim either by reference to explicit protective contract language or by a showing of system-wide past practice. We do not find unmistakable contract language that reserves said work to the Sheet Metal Workers or a factual demonstration of past practice. In order to prevail, the Organization was obligated to adduce factually persuasive evidence showing that Sheet Metal Workers owned this work. This could have been done by the submittal of prior Awards ruling that said work accrued exclusively to the Organization or statements by employees, including those from other crafts, attesting that said work was performed by Sheet Metal Workers. In view of the paucity of data contained in this record, this Board of necessity, must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dayer - Executive Secretary

Dated at Chicago, Illinois, this 13th day of November 1991.