

The Third Division consisted of the regular members and in addition Referee Gil Vernon when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(Southern Pacific Transportation Company (Eastern Lines)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it assigned former Wood Preserving Works employes instead of Welding Department Welder Helpers to perform clean-up work at the System Rail Welding Plant, Englewood Yard beginning June 18, 1984 (System files MW-84-79/418-83-A, MW-84-88/419-1-A and MW-84-87-/419-2-A).

(2) As a consequence of the aforesaid violation, Welder Helpers G.L. Scruggs, J. D. Graham and F. J. Then shall be compensated for all wage loss suffered beginning on June 18, 1984."

FINDINGS:

The Third 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 Brotherhood of Firemen & Oilers was advised of the pendency of this dispute and filed a Submission with the Division.

The basic facts are not disputed. The Claimants have seniority as welder helpers. On the dates that this dispute arose, the Claimants were on furlough status as a result of force reduction. Beginning on June 18, 19 and July 11, 1984, Wood Preserving Works employes, who hold seniority under the Firemen and Oilers Agreement, were used by the Carrier to perform work such as cleaning the area in and around the Rail Welding Plant at Englewood Yards.

The Organization contends, based on three affidavits, that the cleaning work involved here has customarily been exclusively performed by welder helpers. The Carrier responds to the affidavits noting that the cleaning described in those three letters as welder helper's work consisted of cleaning

in an area of the yard alongside the welding plant where rails were fabricated. It acknowledges that the work of cleaning debris in the yard, generated by the fabrication of those rails, was performed at times by welder helpers, but not to the exclusion of others. Moreover, the welding plant no longer fabricates those rails. It also notes that the General Chairman of the Firemen and Oilers concurred with the Carrier's assertion that members of the Firemen and Oilers craft have also performed the work in question. Thus, it argues the Organization has failed to support its Claim.

It is the conclusion of the Board that, given the general nature of the Scope Rule, in order for the Organization to prevail it would have to establish its entitlement to the work in question by way of convincing evidence of an exclusive practice. The evidence put forth by the Organization, in the opinion of the Board, fails to meet this test. Accordingly, the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of September 1988.