

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: ( Sheet Metal Workers' International  
( Association  
(  
( Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. The Seaboard Coast Line Supervisor at Florence, South Carolina, assigned Maintenance of Way employes to repair water (pipes) stands at passenger station, Florence, South Carolina.
2. That the Carrier be ordered to compensate sheet metal workers of local 449, Florence, South Carolina, sixty four (64) hrs. at time and one-half rate of pay, also two (2) hrs. and forty (40) minutes same rate for each additional violation.

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 employe 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 were given due notice of hearing thereon.

The work involved in this dispute involves repairs to water stands at the Carrier's Florence, South Carolina, passenger station. The Sheet Metal Workers claim that their Classification of Work Rule (Rule 85) covers the work, as follows:

"Sheet Metal Workers' work shall consist of tinning, coppersmithing and pipe-fitting in shops, yards, ... the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam-pipes; ..."

On the other hand, the third party respondent claims that its Maintenance of Way agreement covers this type of work in its reference to Water Supply Mechanics, Water Supply Helpers, and Water Service Repairmen in various points within its Rules. The facilities which were being repaired were originally built by Maintenance of Way employees.

While the Organization has shown that the type of work (i.e., pipe work) is within its Classification of Work Rules, it has not shown that such work is reserved exclusively to the Sheet Metal Workers' craft. The evidence presented as to which group of employees have worked in the past on the water stands at Florence, South Carolina, is somewhat contradictory.

The matter cannot be resolved solely on the basis of the respective agreements of the Sheet Metal Workers and the Maintenance of Way employees with the Carrier, since both agreements can be read to encompass this type of work. In view of this, it would then be necessary for the Sheet Metal Workers to show that this is work normally and customarily performed by its craft, and not by others. This the evidence fails to support clearly.

This is a matter for which the procedure for solution of jurisdictional disputes is applicable. The Organization, however, states that the jurisdictional dispute Agreement of December 20, 1967, to which it is a signatory, does not include the Brotherhood of Maintenance of Way Employees. The Board finds that this does not make it inappropriate in this instance. The Agreement of December 20, 1967, reads in part:

"Where there is a conflict in specific items of work between the shop crafts and other organizations, it is agreed that no changes will be made by the Company in the practices of performing such work that were in effect prior to the merger until such conflicts are settled.

The organizations will present to management their proposals for settlement of such conflicts or disputes, and the management will accept any reasonable proposal..."  
/Emphasis added/

On May 23, 1968, the Maintenance of Way Employees signed a similar Agreement, calling for resolution by "the different Organizations involved", of such jurisdictional matters.

The Board thus finds that the present dispute is subject to the terms of the jurisdictional dispute procedure. Further, the Board does not find that the Carrier "changed" its practice in reference to the repairing of water stands.

Since it cannot demonstrate exclusive jurisdiction either by its Classification of Work rule or by unquestioned past practice, it is

incumbent on the organization to seek relief through the Agreement of December 20, 1967. Since this has not been attempted, the matter is improperly before this Board.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 5th day of April, 1977.