

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

Parties to Dispute: (International Brotherhood of Firemen and Oilers
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the current and controlling agreement when on May 15, 1979 they improperly transferred work which was assigned to and performed by Laborers at Waycross Shops, Waycross, Georgia, to employees of another craft.
2. That accordingly the Seaboard Coast Line Railroad Company compensate two Laborers on the seniority roster, which is attached, for eight (8) hours each day at their applicable punitive rate of pay from the aforementioned date and until this practice has been stopped and Laborers are returned to these jobs. This claim will run continuously commencing May 15, 1979.

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.

The Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (BRAC), a third party at interest, was notified of this dispute and filed a submission stating its position in the matter.

At issue here is the delivery of materials from the Storehouse to Mechanical Departments. The protesting Organization points out that Mechanical Department Laborers have been utilized to deliver materials from the Storehouse to Mechanical Departments using various types of transport. In the situation under review here, the Carrier has established certain distribution points to which Stores employees represented by BRAC have delivered materials, prior to releasing them to the Mechanical Department.

Guidance must be sought from the respective Scope rules of the two Organizations. Rule 1 of the Firemen and Oilers reads as follows:

"RULE 1
SCOPE

These rules govern the hours of service, working conditions, and rates of pay for the classes shown below:

Power House Engineers
Stationary Firemen
Stationary Oilers
Oxy-acetylene Generator Attendants
Labor Gang Leaders
Oil Reclamation Plant Attendants
(See Appendix D)
Coal Chute Gang Leaders
Coal Chute Foreman-Operators at Terminals
(except Wildwood)
Coal Passers

It is understood that the classification of Coal Passers in the Power Plant applies only to employees assisting in work other than common labor, such as dumping coal, passing coal within reach of the Fireman, handling ashes, and cleaning flues.

Laborers-designated as Engine Watchmen, Engine Wipers or Washers, Engine Water Sampler, Inside Hostler Helpers, Fire Builders, Flue Cleaners and Arch Brick Repairers, Flue Blowers and Borers, Fire Cleaners, Ash Pit Men, Cinder Pit Men, Sand Driers, Sand House Men, Coal Chute Men, Shop Watchmen, Engine Supplymen, Transfer and Turntable Operators, Truck and Tractor Operators, Operator of Oil Purifying Machines (shop), Shop and Roundhouse Laborers and all other Laborers in and about the Shop and Enginehouse."

The BRAC Rule 1 reads in pertinent part as follows:

"Rule 1 - SCOPE:

(c) Employees employed in and around stations, storehouses, warehouses, offices, scrapdocks, and transfers to perform service such as laborers, porters, janitors, cleaners, coopers, sealers, truckers, stowers, freight handlers, callers, scalers; certain baggage, mail and parcel room employees, redcaps, maids, crane operators, automotive power truck or tractor operators; laborers who are used to close doors, bleed air, transfer and adjust overloads and bad order cars or to clean freight equipment on yards or at agencies; and non-clerical employees at phosphate elevators, not including stevedore duties at Rockport elevator."

Review of these two Scope Rules fails to reveal reference to the specific work in dispute or any indication that such delivery work is within the exclusive jurisdiction of either Organization. What is apparent is that Stores employees retain responsibility for materials until turned over to Mechanical Department. The change appears to be only the establishment of additional points at which such exchange occurs.

Form 1
Page 3

Award No. 9929
Docket No. 8944-T
2-SCL-FO-'84

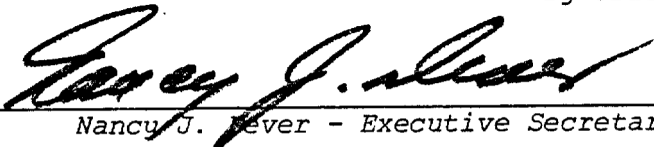
No claim to exclusive control of the work has been established, and the Scope Rules do not establish specific rights to the work in question. Thus, the Carrier cannot be found in rule violation in its method of transporting materials prior to their receipt by the Mechanical Department.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Nevers - Executive Secretary

Dated at Chicago, Illinois, this 6th day of June, 1984