

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Firemen & Oilers
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(CSX Transportation, Inc.

STATEMENT OF CLAIM:

1. That under the current and controlling agreement, employees other than Laborers were improperly used to perform the work of supplying diesel locomotives and cabooses with ice and drinking water at the Seaboard Coast Line Railroad Company, presently merged and known as the Seaboard System Railroad and further merged into the CSX Transportation, Inc., Florence, South Carolina.

2. That accordingly, the Carrier be ordered to compensate Laborers, hereinafter referred to as Claimants, who were first out and available for work on the Miscellaneous Overtime Board, as identified in Employees' Exhibit "C", pages 1 and 2, at time and one-half rate of pay account of employees belonging to the Machinists, Sheetmetal Workers (Pipefitters) and Hostler Crafts being improperly instructed to supply locomotives and cabooses with ice and drinking water at the Florence, South Carolina facility on various dates from November 14, 1986 through January 8, 1987.

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.

As Third Party in Interest, the United Transportation Union, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association were advised of the pendency of this dispute. All three filed Responses with the Division.

The Organization claimed violations of its Scope Rule 1 and Rule 15 when the Carrier assigned work previously performed by the Claimants to other crafts at their Florence, South Carolina facility. This Rule is reproduced in pertinent part below:

"Rule 1: Scope

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

Laborers--designated as... Truck and Tractor Operators,... Roundhouse Laborers, and all other Laborers in and about the Shop and Enginehouse."

"Rule 15: Assignments

...(g) Laborer's work shall consist of the designated assignments outlined in Rule No. 1 for laborers."

The Organization argues that the cleaning and supplying of locomotives has belonged exclusively to the craft at the Florence, South Carolina facility. In addition, this is a clear violation of the Scope Rule. The Organization notes the Carrier's Representative admitted such during 1985 and allowed similar Claims in the past.

The Carrier argues that Rule No. 1 is general in nature and while the performance of the work may have been exclusive at the point it is not exclusive systemwide. Settlement of prior Claims did not establish a precedent and the Claims should be denied.


With respect to the merits, the Board finds the Scope Rule to be of general nature and does not clearly and exclusively assign the work in question to members of the Organization. Likewise, the Organization has failed to bring forth sufficient evidence that they have historically performed this work exclusively and on a systemwide basis (see Second Division Awards 9949, 11151, 11603, and 11604), even in light of past Claim settlements, therefore, the Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1989.