

The Second Division consisted of the regular members and in addition Referee John J. Mikrut, Jr. when award was rendered.

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

Dispute: Claim of Employes:

1) Claim in behalf of Sheet Metal Workers C. F. Manire and L. J. Pope for thirty-two (32) hours each at time and one-half rate of pay.

2) On or about March 9, 1981, Maintenance of Way employee Mr. Butch Croft installed approximately 1,000 feet of two (2) inch PVC water pipe, two (2) riser pipes and two (2) water faucets on each riser pipe at Baldwin Shop, Baldwin, Florida.

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.

On or about March 9, 1981, a Maintenance of Way employe, Butch Croft, installed approximately 1,000 feet of two-inch PVC water pipe complete with risers and faucets at Carrier's Baldwin Shop, Baldwin, Florida. Said work provided water service for camp car facilities at the Baldwin facility. A Claim was filed by the Sheet Metal Workers Union in protest of Carrier's assignment of said work to Employee Croft. The record shows that Sheet Metal Workers are not normally assigned at this point. The Brotherhood of Maintenance of Way Employes (BMWE) intervened in the instant dispute as a Third Party.

The Sheet Metal Workers' International Association (SMWIA) bases its Claim upon a combined reading of Schedule Rule 26(a), 85 and 88, and a reading of the provisions of a Carrier approved 1948 SMWIA/BMWE Jurisdiction Agreement. In this regard, Organization contends that: (1) Rule 26(a) requires that none but Sheet Metal Workers shall perform work embodied in the Craft's special Rules; (2) Rule 85 -- Classification of Work Rule -- recognizes that

"sheet metal workers work shall consist of ... pipefitting in shops, yards, buildings ..."; and (3) Rule 88 -- Road Work -- provides that "sheet metal workers will be sent out ... to outlying points, when their services are required ...". In further support of its position, Organization also argues that in 1948, the BMWE and the SMWIA resolved plumbing jurisdictional disputes, such as that involved in the instant case, by agreeing that Sheet Metal Workers would perform "... all plumbing and pipe installation ... at points within Terminal Yard limits where Shops are located".

According to Organization's position, Carrier violated the combined provisions cited hereinabove by improperly assigning the disputed plumbing work to a BMWE employe since the pipe was installed within the Terminal Yard.

Carrier and the Maintenance of Way Employes Union disagree with Sheet Metal Workers Union's position in that they jointly contend that not only is plumbing work not specifically stated in the SMWIA Work Rule, but also that other Crafts have previously installed pipe at Carrier's Baldwin facility. Moreover, Carrier further claims that it does not recognize any Third Party Agreements in such matters. According to the Respondents, without either a showing of specificity or exclusivity, the Claim thus must be denied.

Board precedent recognizes "... two ways for the SMWIA to successfully substantiate the instant claim: (a) by demonstrating that clear, definite and unambiguous language in a rule of the parties, unencumbered by other rules of the same agreement grants the work in question to the SMWIA, or (b), by demonstrating that the work in question has historically and exclusively been performed by the SMWIA employes system-wide" (Second Division Award 6867).

The Board finds, with respect to this Carrier, that the Organization has proved specificity. If this Board was only limited to the SMWIA Classification of Work Rules, our decision would have been opposite. However, in the instant case, the record shows the existence of a Current Jurisdiction Agreement, signed by both Unions and adopted by Carrier, which clearly and unambiguously grants all plumbing and pipe installation within Terminal Yards with Shops to Sheet Metal Workers. The fact that Respondents presently refute the 1948 Agreement is immaterial.

On the basis of the foregoing rationale, therefore, the Claim is sustained, but limited to the time actually required to perform the disputed work. The record in this regard shows that one person worked one day in the performance of the disputed work. Therefore, each Claimant is to be awarded four (4) hours at the applicable straight time rate.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Sever - Executive Secretary

Dated at Chicago, Illinois, this 16th day of July 1986.