

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25488  
Docket Number MU-25403

M. David Vaughn, Referee

(Brotherhood of Maintenance of Way **Employees**

PARTIES TO DISPUTE: (

(**The** Chesapeake and Ohio Railway Company

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

(1) The Carrier violated the Agreement when it assigned Boilermakers instead of **B&B** forces to weld five (5) air hose reel holders to stationary floor cranes at the Buntington Shops on June 17, 1982 (System File **C-TC-1386/MG-35991**).

(2) Because of the aforesaid violation Messrs. G. **Gosnay**, C. Stratton, I. Wiley, S. Byrd, M. Dial, C. **Conley**, H. Clay, L. **Spry**, Jr., C. **Lambert**, B. D. **Dean**, D. L. **Dean** and C. Rakes shall each be allowed pay at their respective rates for an equal proportionate share of the sixteen (16) man-hours expended by Boilermakers in performing the **work** referred to in Part (1) hereof.

OPINION OF BOARD: The Organization, on behalf of twelve (12) **named** Claimants, makes a claim for pay for time because work **assertedly** within the scope of jurisdiction of the Bridge and Building Craft was performed by Boilermakers in Carrier's employ.

On June 17, 1982, the Carrier assigned **two (2)** Boilermakers to install five (5) air hose reel holders to **stationary** floor crane masts permanently anchored to the **concrete** floor of the **Huntington Locomotive Shop** at Huntington, West Virginia. The work was completed in **approximatley** one and one-half hours. The holders were welded in place on the masts.

The Organization filed a claim for the work, which the Carrier declined initially and on appeal. **The claim was then brought before this Board.**

The Organization asserts that the Carrier's action violated **the** Scope provisions of the **Agreement** between them. Rule 66 of **the** Agreement states in part:

"(a) \*\*\*Classification of employees and classification of work, as has been established in the past, is recognized.

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(c) In carrying out the principles of Paragraph (a), bridge and structures forces will perform the work to which they are entitled under the rules of this agreement in connection with the construction, maintenance, and/or removal of...**buildings** or structures, except where such **work** is performed by other employees under otkr agreements in accordance with the rules of such agreements or past practice in the allocation of such **work** between the different crafts, including work performed by **shopmen** in connection with the maintenance of **shops... and** shop work . . . in **coconnection** with maintenance of... structures...

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(g) Welding on **steel...structures** in connection with work belonging to the bridge and structures group will be done by carpenters, being paid the differential provided by Rule 65."

The **Organization** asserts that the scope provisions of the **Agreement** identify the work in question **and** exclusively reserve the **work** to the **B&B** Craft. Specifically, the **Organization** asserts that a crane mast permanently anchored in a **concrete** floor is *part of* a **"structure"** and that welding on any part of a structure, as was done with the installation of the reel holders, is within the jurisdiction of Carpenters, a part of the B&B group. It argues **that** the Carrier did not demonstrate that such **work** had historically been performed by other **Crafts** so as to justify assigning the work of any **Craft** other than **B&B Employees**.

The Carrier asserts that Rule 66 (c) must, by its terms, be read together with Rule 79 of the Shop Crafts **Agreement**, which defines the Scope of work for the Boilermakers. That Rule assigns to Boilermakers **"All...work** generally recognized as Boilermakers **work."** The Carrier asserts that both Scope Rules are general and, under Board precedent, require proof that the **Craft** asserting jurisdiction historically has had exclusive right to the **work** on a system-wide basis, proof **which the** Carrier asserts was not submitted by the Organization in the instant claim. The Carrier submits, in support of its position that the work has not historically been **performed** exclusively by the B&B Group, documentation that other Crafts have also performed the same or substantially similar work.

Under applicable Board rules, the Boilermakers were notified of the Organization's claim of entitlement to work performed by them. The **Boilermakers** submitted an Intervening Statement. That Statement asserts that the disputed work belongs to them. The Statement is accompanied by documentary evidence that the Boilermaker **Craft** has **historically** performed the same and similar work and by other documentation that the Machinists have performed some substantially similar work and have also claimed such **work**. The documentation is in the form of statements **from** present and former Boilermakers and **correspondence** between the **Carrier** and the Boilermakers regarding work like that in dispute, all of which indicate **thdt** the Boilermakers have in the past performed such **work**.

The **Board** concludes that the Scope Rule in the Agreement between the Organization and the Carrier, while describing in some detail work belonging to the Organization, also provides a specific exception from a Rule for work which has by **past practice** been allocated to other crafts, specifically including shop **Crafts**. The documentation provided in the submissions of the Carrier and the Boilermakers demonstrate with reasonable clarity that like and similar work to that here in dispute has been performed in the past by Boilermakers and, possibly, by other Crafts. The documentation is not effectively rebutted by the Organization, nor does the Organization affirmatively demonstrate the exclusivity of the work which would be required in order to sustain its claim.

Accordingly, **the Board** must, and it hereby **does**, deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

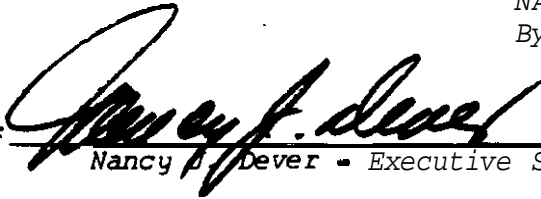
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST ::

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May 1985.