

Award No. 2864

Docket No. 2778

2-CUT-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 150, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

THE CINCINNATI UNION TERMINAL COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned other than Sheet Metal Workers to perform the work of disconnecting 1" water spray in condenser sump water tank, scraping of scales, cleaning out the holes in the pipe and replacing; removing water level ball float valve, cleaned, repaired and replaced same; removed the 2" water pipe to water pump and water tank on C. of Ga. coach 530 July 5, 1956.

2. That accordingly the Carrier be ordered to compensate Sheet Metal Workers C. Sloan and H. Baxter, each in the amount of eight (8) hours pay at the applicable overtime rate for July 5, 1956.

EMPLOYEES' STATEMENT OF FACTS: The carrier maintains a force of thirty-eight (38) sheet metal workers employed shown on force statement. This includes eleven (11) regular relief assignments and two (2) regular vacation relief assignments with five days of work and two consecutive rest days to do work on rest days and vacations, all of which are seven day assignments.

The carrier assigned two electricians to disconnect 1" water spray pipe in condenser sump water tank, scraped off scales, cleaned out holes in the pipe and replaced; removed water level ball float valve, cleaned, and repaired and replaced same; removed the 2" water pipe to water tank and water pump on C. of Ga. coach July 5, 1956.

Sheet Metal Workers C. Sloan and H. Baxter, hereinafter referred to as the claimants, were available to perform this work if called in on their rest days.

The agreement revised September 1, 1949, is controlling.

The answer is absolutely "No". This carrier or any other carrier has the right to accept or reject a jurisdictional issue settled between two crafts until an acceptance by management is negotiated by the system federation. To make a jurisdictional issue effective it must be a tripartite agreement.

The Jurisdictional Disputes Agreement of February 28, 1940 states after the two crafts settle an issue, the federation must negotiate with management for acceptance by management. The transfer of work from one craft to another craft can only be done by negotiation and by agreement and the two organizations and management must be in unanimous agreement.

The carrier respectfully requests the Second Division to dismiss this claim as this is an unsettled jurisdictional dispute and not a proper time claim. The sheet metal workers have the necessary machinery to handle under the Jurisdictional Disputes Agreement to which they are a party and not request your Honorable Board to settle a jurisdictional question which they themselves have agreed to settle under the 1940 Agreement.

The agreement between The Cincinnati Union Terminal Company and System Federation No. 150 was open and amended July 15, 1945 and was again open and amended September 1, 1949 and there was no mention of changing the present method of repairing air conditioning on passenger cars.

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.

The parties to said dispute were given due notice of hearing thereon.

It appears from this docket that various brotherhoods have joined in an agreement to settle jurisdictional disputes between themselves. When agreement between them has been reached, "the management is agreeable . . . to meet those involved and negotiate . . . acceptance . . . of the settlement made."

It does not appear that management has met "with those involved." Until such time the matter has not been properly progressed on the property as required by the Railway Labor Act.

AWARD

Cause remanded as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1958.