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Form 1 MAY 23 1975

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6864
Docket No. 6721
2-L&N-SM-'75

G. M. YOUNG

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International
(Association
(
(Louisville and Nashville Railroad Company

Dispute: Claim of Employees:

1. That the Louisville and Nashville Railroad Company violated the controlling Agreement, particularly Rule 87 and Circular Letter No. 3012 dated March 5, 1954, signed by Mr. J. F. Ryan at Louisville, Kentucky on February 16, 1973 when they improperly assigned Boilermakers the duty of removing and replacing hood and braces made of tin and pipe on tractor.
2. That accordingly the Louisville and Nashville Railroad Company be ordered to compensate Sheet Metal Worker G. T. Marsh four (4) hours at the pro rata rate of pay for such violation.

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 employees 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.

Parties to said dispute were given due notice of hearing thereon.

The initial question to be determined in this dispute is whether this Board has jurisdiction to consider the claim.

The Organization contends that Carrier improperly assigned Boilermakers certain work that belonged to the Sheet Metal Workers in violation of Organization's Classification of Work Rule.

The Boilermakers have joined Carrier in asserting that this matter should be settled by procedures provided in Appendix "A" of the Agreement signed by both crafts involved in this dispute.

Second Division Award No. 6825 between the same parties, recently decided, is virtually identical to this dispute. We quote its findings:

"The claim herein was filed by the Sheet Metal Workers' International Association premised on the contention that Carrier improperly assigned to employees of the Boilermakers' craft work accruing to Sheet Metal Workers. The work consisted of the cutting, fitting, bending and welding of pipes for hood braces and the cutting, fitting and welding of metal hood to be used as the top for a Hyster. Representatives of the Boilermakers intervened in the claim and filed an ex parte submission contending, inter alia, that the work in question is reserved to them by Rule 70, their Classification of Work Rule. The Sheet Metal Workers, however, claim that since the material used was changed from angle iron to tubing, the work accrues to them by Rule 87, their Classification of Work Rule.

"Since both the Sheet Metal Workers and the Boilermakers are claiming exclusive right to perform the work subject of this dispute, it is readily apparent to this Board that a jurisdictional dispute exists herein. Consequently, we conclude that the Board has no jurisdiction to render a decision on the merits of the claim. All the parties before us, including the Sheet Metal Workers, are signatories to a letter Agreement appearing in Appendix A of the pertinent Agreement agreed to on October 31, 1949. That agreement mandates that when two organizations signatory thereto claim the right to perform work, they shall reach an agreement and settle any disputes that exist between them relative to the disputed work before any claim can be submitted to the Carrier.

"Appendix A is a valid and legally operative agreement, entered into in good faith by both the Boilermakers and Sheet Metal Workers. It provides the machinery to be followed by those Organizations when a dispute arises involving jurisdiction of work. Consistent with that Agreement it was incumbent on the Sheet Metal Workers to meet with the Boilermakers in order to resolve this dispute over the work in question. No exceptions to this requirement are contained in the Agreement and we have no jurisdiction to impose any under the guise of contract interpretation. Until such time as the parties decide to abrogate Appendix A, we feel compelled to apply it to jurisdictional disputes such as the one now before us. Based on the foregoing we will decline to accept jurisdiction over this dispute."

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That claim was dismissed for lack of jurisdiction, and this Board sees no reason to do otherwise.

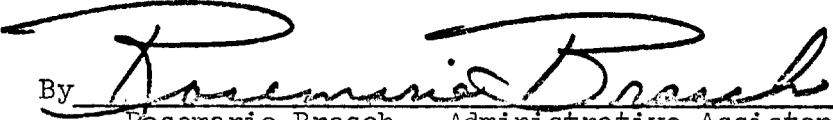
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Claim dismissed for lack of jurisdiction.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of May, 1975.