

The Second Division consisted of the regular members and in addition Referee C. Robert Roadley when award was rendered.

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

Dispute: Claim of Employees:

1. The Seaboard Coast Line foreman at Waycross, Georgia Shop, assigned a carman August 31, 1973, to repair room temperature control shutter on office car 306.
2. That the Carrier be ordered to compensate Sheet Metal Worker W. A. Ganas eight (8) hours pay at pro rata rate.

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.

On August 31, 1973, Office Car 306 was in the Waycross Shop for maintenance and repair. On that date Carmen were assigned to perform certain work on the temperature control shutter mechanisms located inside the car. There are eight such devices in this particular car, each consisting of a handle, a cable that connects the handle and the shutter door. The shutter door is located and concealed in the air duct that runs lengthwise in the car. Claim was filed by the Organization on the ground that the assignment of Carmen to perform the disputed work was in violation of the Sheet Metal Workers' Classification of Work Rule 85 of the Agreement, that such Rule clearly encompasses this type of work, and that such work has been historically performed by Sheet Metal Workers.

When the dispute was submitted to the Adjustment Board the Brotherhood of Railway Carmen of the United States and Canada, System Federation No. 42, submitted an ex parte brief "as a vitally interested third party."

The Carmen organization averred that the subject work is work historically performed by that organization, that the claimed work is expressly reserved to Carmen by the Carmen's Classification of Work Rule 100, and that the claim is an attempt to infringe upon such contractual rights.

The record shows that the Sheet Metal Workers' appeal letter to the Carrier, dated November 14, 1974, contained, in part, the following assertion:

"Rules 26 (a) and 85 of the current working agreement has been violated. Also on this one occasion carmen were assigned to perform work involved in instant dispute, the letter of Understanding dated December 20, 1967, was violated."

Page 11, of the Carmen's ex parte submission contains the following statement:

"If there is any jurisdictional dispute over this work, and the Carmen feel there is not, but if there is, then the Sheet Metal Workers are obligated by the very terms of this letter of understanding (the December 20, 1967 letter) to attempt to settle it with the Carmen, including if necessary asking for a conference of all interested parties, they have done none of this and are accordingly, in violation of this letter of understanding, ..."

Carrier's rebuttal submission, page 4, contains the following assertion:

"(4) The Union has failed to comply with letter dated December 20, 1967 (Carrier's Exhibit C) which clearly provides for settlement of disputes such as involved in this case, if they consider such work belongs to their craft."

Page 2 of the letter of December 20, 1967, signed by the Carrier and representatives of each of the Shop Craft organizations, contains, in part, the following language:

"When the consolidated agreement becomes effective, it is therefore agreed that where conflicts exist regarding specific items of work in the classification of work rules of the new agreement, no changes in the practices of performing such work that were in effect prior to the merger will be made by the Company until such conflicts or jurisdictional disputes are settled.

Where there is a conflict in specific items of work between the shop crafts and other organizations, it is agreed that no changes will be made by the Company in the practices of

"performing such work that were in effect prior to the merger until such conflicts are settled.

The organizations will present to management their proposals for settlement of such conflicts or disputes, and the management will accept any reasonable proposal. Rates of pay will not be a deciding factor in management's acceptance or rejection of proposed settlements." (emphasis added)

It is obvious, from the record before us, that a jurisdictional dispute exists regarding specific items of work covered by the respective classification of work rules of the two organizations, each averring that the work involved has been historically performed by employees in their respective craft.

Based upon a thorough review of the record in this case the Board finds that a jurisdictional dispute does exist, that an agreed upon procedure was established by all concerned parties for the settlement of such disputes, and that the Sheet Metal Workers have not availed themselves of such procedure. There are a host of recent Awards by this Division attesting to the fact that this Board, under the circumstances described above, does not assume jurisdiction over disputes between Organizations and we are therefore constrained to dismiss the claim. See Second Division Awards 7092, 7059, 7058, 6872, 6848, 6825 and many others.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of March, 1977.