Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 7491
SECOND DIVISION Docket No. 7439-T
2-SCL-SM-'78

The Second Division consisted of the regular members and in addition Referee Theodore H. O'Brien when award was rendered.

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

Dispute: Claim of Employes:

1. On or about April 14 & 15, 1975, the Foreman misassigned Boilermakers T. Brown, R. Deal and Welders Hester and Waldron to cut, fit and weld in place splash guards and doors on degreaser, Waycross, Georgia, which replaced those formerly build and installed by Sheet Metal Workers.

2. That the Carrier be ordered to compensate Sheet Metal Workers R. J. Brett, T. James and D. A. Cason sixteen (16) hours each at time and one-half rate of pay.

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.

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

The Claimants are Sheet Metal Workers employed at Carrier's shop in Waycross, Georgia. In the Air Brake Room at Waycross there were two degreasers which were constructed with lighter than 10 gauge sheet iron. Since it was necessary to replace one of the degreasers because of its deteriorated condition, the Claimant Sheet Metal Workers commenced constructing a degreaser from 16 gauge stainless steel rather than sheet iron. The Boilermaker's local chairman contended that this work belonged to the Boilermaker's Craft and Carrier determined that stainless steel was not covered by the Sheet Metal Worker's Classification of Work Rule 85, and that in accordance with Boilermaker's Classification of Work Rule 60, and past practice, it was proper to assign this work to the Boilermaker's craft.

As a result of the Carrier's actions, the Sheet Metal Workers filed a claim on behalf of the Claimants, for sixteen (16) hours each at the overtime rate for April 14 and 15, 1975. The Sheet Metal Workers in processing their claim, contend that the Carrier violated the Agreement when they assigned Boilermakers and Welders to perform work which comes within Sheet Metal Workers' Classification of Work Rule 85, and that such work has been historically performed by Sheet Metal Workers on this property. When making final declination of the claim on May 17, 1976, the Carrier's Asst. Vice President, Personnel and Labor Relations advised the General Chairman, in pertinent part, as follows:

> "Your position that only Sheet Metal Workers must be assigned to fabricate parts made of stainless steel is not supported by past practice or Rule 85. In fact, stainless steel is not included in the list of metals named in that Rule.
>
> The conference held at Waycross in April, 1975, with Messrs. Harper and Wood, to which you have referred, established that both crafts - Sheet Metal Workers and Boilermakers - have historically fabricated parts made of stainless steel."

Nevertheless, the petitioning Organization takes the position that Rule 85 clearly places the building and installing of parts made of sheet metal of 10 gauge and lighter within their work classification, and therefore that the Carrier has violated Rule 85, Rule 26(a), Rule 27(a) and the Letter of Understanding dated December 20, 1967 when they assigned this work to the Boilermaker's craft. When the dispute was submitted to the Adjustment Board, the International Brotherhood of Boilermakers submitted an ex parte submission as an interested third party to the instant claim. In response to the Sheet Metal Workers' position the Boilermakers claim that the work in question is specifically covered by their Classification of Work Rule 60, which states in pertinent part:

> "(a) Boilermakers' work shall consist of ... any sheet iron or sheet steel work made of 16 gauge material or heavier ..."

Furthermore the Third Party response contains the following statement of their position:

> "the Boilermakers also respectfully submit that since the Sheetmetal Workers' Organization has not complied with the jurisdictional provisions of the Letter of Understanding ..., this claim is prematurely before this Board and accordingly, subject to dismissal."

Attachment "A", page 2 of the Sheet Metal Workers' submission, contains the Letter of Understanding dated December 20, 1967, which is signed by the Carrier and representataves of each of the Shop Craft Organizations, including the Sheet Metal Workers. This letter contains, in pertinent 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.
>
> The Organization will present to management their proposals for settlement of such conflicts or disputes, and the management will accept any reasonable proposal."

The Sheet Metal Workers maintain that the work in question in the instant claim is reserved to them by their Classification of Work Rule, while the Boilermakers, in their ex parte submission, contend that the work is reserved to them by their Classification of Work Rule. Furthermore, both the Sheet Metal Workers and the Boilermakers claim jurisdiction over the work in question on the basis of past practice.

It is clear from the record before us that a jurisdictional dispute exists regarding specific items of work in the Classification of Work Rules of the two Organizations, and that said dispute must be disposed of in accordance with the Letter of Understanding, dated December 20, 1967. This procedure was agreed to, by all concerned parties, for the settlement of such disputes. It is manifestly clear that the Sheet Metal Workers have failed to avail themselves of such procedure.

There is no provision contained in the Letter of Understanding that should the crafts fail to reach agreement, then this Board shall settle the jurisdictional dispute. We have no jurisdiction to add such a provision to that Letter of Understanding. The claim shall therefore be dismissed.

A W A R D

Claim dismissed for lack of jurisdiction.

Award No. 7491
Docket No. 7439-T
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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 4th day of April, 1978.