

Award No. 2931
Docket No. 2813
2-CUT-SM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Kiernan 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 removing and replacing of 18 gauge sheet metal on water cooler frame, repairing leaks in pipes, resweating of copper pipe joints and reflare of copper pipe connections and removing and replacing of pipes and pipe connections, on May 22, 1956.

2. That accordingly the Carrier be ordered to compensate Sheet Metal Worker H. Schildmeyer and Sheet Metal Worker Helper R. Keating, each in the amount of eight (8) hours pay at the applicable overtime rate for May 22, 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 maintains a force of twelve (12) sheet metal worker helpers employed shown on force statement. This includes three (3) regular relief assignments and one (1) regular vacation relief assignment 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 electrical employes to remove and replace 18 gauge sheet metal on water cooler frame, repair leaks in pipes, resweat copper pipe joints, reflare copper pipe connections and disconnect and connect pipes and pipe connections, on May 22, 1956.

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 1, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute waived notice of hearing thereon.

It is clear from the record in this case that the several shop crafts, including the Sheet Metal Workers, have entered into a joint agreement between themselves for the settlement of jurisdictional disputes.

The requirements of that agreement have not been complied with.

Until such time as the requirements of that agreement have been fulfilled the parties have not complied with the agreement before bringing this action. They have failed thereby to comply with the requirements of the Railway Labor Act.

AWARD

Remanded to the parties for further handling on the property.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.