

The Second Division consisted of the regular members and in addition Referee Ralph W. Yarborough when award was rendered.

Parties to Dispute: { System Federation No. 21, Railway Employees'
 { Department, A. F. of L. - C. I. O.
 { (Carmen)
 {
 { Southern Railway Company

Dispute: Claim of Employees:

1. That under the controlling Agreement, work belonging to the Carmen's Craft as covered in Rule 132, Carmen's Classification of Work was improperly assigned to the Craft of Machinist at Coster Shop, Knoxville, Tennessee on January 19, 1976.
2. That accordingly the Carrier be ordered to pay beginning January 19, 1976 Carman C. E. Gentry, eight (8) hours per day for each Monday and Tuesday, Carman J. T. Mitchell, eight (8) hours for each Wednesday and Carman H. C. Keener, Jr., eight (8) hours for each Thursday and Friday until the violation is corrected.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Early in 1976 Carrier began a modification program of the "ABD" release valve portion bottom cover of triple valves. The modification was to be accomplished by drilling out the worn cavity and inserting a nylon sleeve.

On January 19, 1976, the Carrier held a joint meeting with the Carmen's Organization and the Machinists' Organization to determine how the work was to be accomplished. It was agreed that the Carmen would insert the nylon sleeve into the boring, but no agreement was reached in respect to which craft would do the boring. The Carrier assigned the work to Machinists.

It is clear this is a jurisdictional dispute within the meaning of the November 23, 1946 Agreement. In Second Division Award 6809, we stated:

"When (a jurisdictional dispute) occurs, the Memorandum of Understanding requires Carrier to maintain the status quo relative to which craft is doing the work, and it cannot attempt to settle the dispute 'unless and until the two Local Chairmen involved or the two General Chairmen of the crafts involved make an agreement and request that the work be changed'. We construe this Understanding as precluding Carrier from reassigning the disputed work unless and until the competing crafts reach an accommodation respecting which craft is entitled to the work. There is no provision contained in this Understanding that should the crafts fail to reach agreement then this Board shall settle the dispute. And we deem it beyond our jurisdiction to add such a provision to the Memorandum."

The Carmen and Sheet Metal Workers insist that the intent of the Railway Labor Act will be frustrated if we refuse to assume jurisdiction over the dispute. Conversely, said intent would also be frustrated if this Board completely disregarded a clearly written, duly negotiated Agreement entered into by the parties hereto for the orderly settlement of jurisdictional disputes. If the parties no longer wish to abide by the procedure enunciated in the November 23, 1946 Memorandum of Understanding then it is incumbent upon them to rewrite said Understanding. Until such time, this Board will apply the Memorandum as written and decline to entertain jurisdiction over the jurisdictional dispute."

We find the principles enunciated in Award 6809 sound. Inasmuch as the crafts involved have failed to reach an agreement in respect to the disputed work, the Board cannot accept jurisdiction. The claim is dismissed.

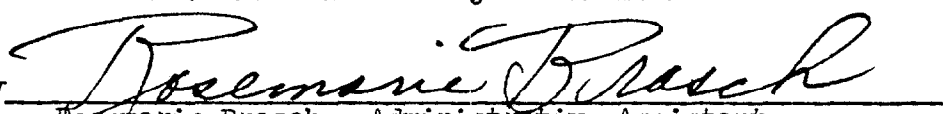
A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of August, 1979.