

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

1. That the Louisville and Nashville Railroad Company violated the controlling agreement, particularly Rule 87 at South Louisville Shops, Louisville, Kentucky on October 14, 1977 when they improperly assigned Boilermakers Crockett and Green the duties of cutting, fitting, welding, and installing hand rails on the steps of Storeroom Loading Dock.
2. That accordingly the Louisville and Nashville Railroad Company be ordered to compensate Sheet Metal Workers F. R. Martin and O. B. Pierson four (4) hours each at the pro rata rate of pay for such violation.

The claim herein was filed by the Sheet Metal Workers' International Association based on the contention that the Carrier improperly assigned to employees of the Boilermakers' Craft work accruing to the Sheet Metal Workers. It was claimed that the Carrier improperly assigned Boilermakers Crockett and Green to duties of cutting, fitting, welding and installing hand rails on the steps of the Storeroom Loading Dock at its South Louisville Shops on October 14, 1977. The Sheet Metal Workers' contend that this assignment was in violation of the Organization's Classification

of Work Rule, Rule 87. The Organization also claims this work and in particular says the making and applying of hand rails has been work which has been assigned to the Sheet Metal Workers in the past. The Organization cites the 1946 Agreement between the Sheet Metal Workers and the Machinists and certain correspondence from the Carrier as well as the payment of certain claims which the Sheet Metal Workers assert as establishing a practice of assigning the making and applying of hand rails to that Organization. The Sheet Metal Workers concede that in the instant claim square tubing was involved but argues that Rule 87 properly read includes the cutting, fitting and applying of square tubing "pipe".

The Carrier claims that "pipe" work is not involved and points out that the material used consisted of square tubing. The Carrier states that there has never been a determination on the Carrier's property as to which Craft makes installations of square tubing. The Carrier also points out that the Boilermakers also claim the work. The Carrier takes the position that this dispute is a jurisdictional problem that must be settled as provided under Appendix A of the Agreement.

The Boilermakers claim that this work belongs to that Craft under Rule 70 and that there has been a practice of installation of hand rails on engines or running boards on such engines as well as certain other work which the Boilermakers consider as indicating that where the material used to make hand rails involves square tubes the Boilermakers are entitled to perform such work.

What has been said above demonstrates that the dispute does in fact involve a jurisdictional dispute. Both the Boilermakers and the Carrier assert that this matter should be settled by the procedures provided in Appendix A of the Agreement which has been signed by both Crafts involved in this dispute. That Agreement provides that when two organizations signatory thereto claim the right to perform work, they shall reach an agreement to settle any disputes that exist between them relative to the disputed work before any claim can be submitted to the Carrier. As was stated by this Board in Award No. 6825 and quoted in Award No. 6864:

"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."

In those cases, the claim was dismissed for lack of jurisdiction, and the Board will follow those cases in this proceeding.

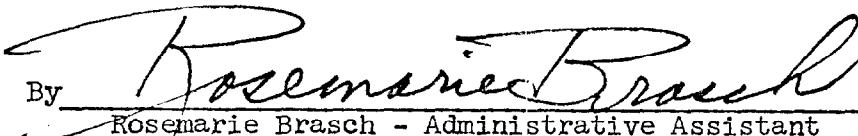
A W A R D

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 29th day of August, 1979.