

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Sheet Metal Workers International Association
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(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM:

1. That the Carrier, under the Current Working Agreement, assigned the Carmen craft work that belonged to the Sheet Metal Workers at the Raceland Car Shop, Raceland, Kentucky which is a violation of the Current Working Agreement and Rule 126 A of the Chesapeake and Ohio Railway General Agreement.

2. That accordingly, the Carrier be ordered to additionally compensate Sheet Metal Workers, Paul Carmen, ID#2619506 and Kenny Barker, ID#2621374, forty (40) hours straight time pay each.

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 employes 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 waived right of appearance at hearing thereon.

Claim of the Organization is that the work of repairing fiberglass hatched covers removed from one hundred ton hopper cars was assigned to Carmen in violation of Rule 126(a) of the Agreement. In support of its position, the Organization presents a letter of October 27, 1980 from the Carrier acknowledging that when repairing the removed hoods of coil steel cars, the work has been performed by Sheet Metal Workers.

The Carrier maintained that it did not violate Rule 126(a) with the assignment to Carmen as the Agreement Rule did not relate to fiberglass. The Carrier further argued that Carmen had installed, removed and repaired the fiberglass hatched covers for approximately seven years without complaint or Claim. Carrier lastly noted that the letter of October, 1980 referred only to specific repairs on steel hoods used on coil steel cars, which was not applicable to the present Claim.

The Carmen responding to a notification of this dispute entered a Third Party Submission which stated that "...carmen have routinely and exclusively performed this same work, without complaint, since Carrier purchased the covers in 1978." It provided a supporting statement signed by Carmen.

For the first time in this dispute the Carrier raised in its Ex Parte Submission the issue that the Organization failed to comply with Supplement No. 6 of the Agreement which states in pertinent part that:

"... in the event of a jurisdictional dispute between crafts,... this dispute must be taken up between the crafts involved before such dispute is handled with Management."


Under the Railway Labor Act this Board's jurisdiction is limited and it cannot consider issues over which it lacks appropriate authority. Jurisdictional issues may be raised at any time and by any party (Second Division Award 8283). This Board does not find that Rule 126(a) of the Agreement encompasses the disputed work and, therefore, this is a jurisdictional dispute (Second Division Award 11035). As such, this dispute has not been handled under the jurisdictional procedures as embodied in Supplement No. 6 and must, therefore, be dismissed as procedurally defective (Second Division Awards 11486, 11473, 11364, 11229, 11070).

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of February 1989.