

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(CSX Transportation, Inc.
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

1. That the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (hereinafter "carrier") violated the provisions of Rule 156 of the Shop Crafts Agreement between Transportation Communications International Union - Carmen's Division and the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (revised June 1, 1969) and the service rights of the Newport News Carmen's Craft (hereinafter "claimants") when the carrier assigned air hose repair to the Sheet Metal Workers Craft.

2. That, accordingly, the claimants are entitled to have this work returned to their Craft.

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.

As Third Party in Interest, the Sheet Metal Workers International Association was advised of the pendency of this dispute, but chose not to intervene.

Prior to early 1986, Carrier used Carmen to repair rubber air hoses in the train yard at Newport News, Virginia. These hoses, which run along the tracks, are used for precharging, or holding on charge, the brake train line system on cuts of cars or trains, and for car repair. Based upon discussions and an oral understanding with the General Chairman of the Sheet Metal Workers' International Association (SMWIA), Carrier reassigned this work to employees working under the scope of the SMWIA Agreement. Upon learning of this change, the Organization filed the instant claim, seeking the return of the work to the craft of Carmen.

In asserting such work is reserved to Carmen, the Organization cites correspondence from 1956 between the Local Chairman and the General Car Foreman at Newport News. In the first letter, dated July 11, 1956, the Local Chairman wrote:

"It has come to my attention that the Sheet Metal Workers (Pipe-fitters) are claiming some of the work of repairing air hose used by the Car Department.

In accordance with the provisions of Rule 156(a) of the Shop Crafts Agreement, the repair of all air hose used by the Car Department, irrespective of location, is carman helpers' work, and we request that you so instruct all foremen concerned."

By letter dated July 17, 1956, the General Foreman replied as follows:

"Your letter of July 11th, in regard to the Sheet Metal Workers claiming some of the work of repairing air hose used by the Car Department.

Will advise that I have discussed the above claim with Mr. R. W. Llewellyn and he states that Mr. H. C. Forrest, last Local Chairman of Carmen and Mr. R. G. Sandige, Local Chairman of Sheet Metal Workers, were in his office concerning the repairing of air hose and at that time it was agreed that all hose with the exception of water hose at the Passenger Station would be repaired by Carmen or Carmen Helpers and the water hose at the Passenger Station would be repaired by Sheet Metal Workers. This was decided because the Sheet Metal Workers had been doing this work at Phoebus when the passenger trains were running to that location."

In support of its position, the Organization relies upon Rule 156 of the Agreement, which reads, in part, as follows:

"(a) Employees regularly assigned to help carmen and apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, car oilers and packers, stock keepers (car department), operators of bolt threaders, nut tappers, drill presses and punch and shear operators (cutting only

bar stock and scrap), holding on rivets, striking chisel bars, side sets, and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, rebrassing of cars in connection with oilers' duties, cleaning journals, repairing steam and air hose, assisting carmen in erecting scaffolds, remove and apply emery wheels, true emery wheels and grind stones, lace belting, and oil shafting and other machinery; and all other work generally recognized as carmen's helpers' work, shall be classed as helpers." (Emphasis added)

Carrier first argues a jurisdictional dispute of this nature must be resolved by the respective General Chairmen pursuant to Supplement No. 6 of the Agreement. The Carrier has cited several Awards of this Board involving this Carrier and various Shop Craft Organizations, including the Brotherhood Railway Carmen, which, in essence, have held the Board lacks jurisdiction to consider a dispute which the parties have agreed to submit to another procedure. Supplement No. 6 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."

In the alternative, Carrier denies the Classification of Work Rule is explicitly clear on the work in question. Carrier suggests the provision relating to repair of air hoses is limited to hoses attached to a car and, then, only while they are on the car.

While we do not take issue with the prior decisions involving Supplement No. 6, we do not find them to be on point in this matter. The cases cited involved disputes where the work had never been performed before, where it had not been shown the work had been previously performed exclusively by one craft, or where the Rule did not explicitly cover the work. We find applicable, however, the following portion of Second Division Award 7296, which involves this Carrier and the Boilermakers:

"The Organization produced no evidence to show that the Carrier had unilaterally changed an established assignment of work. Absent such showing, this matter becomes a jurisdictional dispute, governed by Supplement 6 of the Agreement to which both the Boilermakers and the Machinists are parties."

In the instant case, Carrier has not denied it unilaterally reasigned work which had been performed by Carmen at Newport News since at least 1956. Under such circumstances, we do not find the procedures of Supplement No. 6 to govern.

Rule 156(a) directs the work of "repairing steam and air hose" to the Carmen craft. Carrier's suggestion such work is limited to hoses installed on cars reads more into the Rule than there is. Furthermore, there is an undisputed historical practice of Carmen performing this work. Accordingly, we conclude Carrier violated the Agreement when it assigned the work to Sheet Metal Workers.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of January 1992.