

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(CSX Transportation, Inc. (former Seaboard Coastline Railroad Company)

STATEMENT OF CLAIM:

1. The CSX Transportation Company violated the controlling agreement, effective January 1, 1968, as amended, in particular Rules 1(a), 29(a) and 33(b), when carrier assigned others than regularly employed as Communications Maintainers (SCL) represented by the International Brotherhood of Electrical Workers to work as per Rule 1(a) of the controlling agreement.

2. That accordingly, the CSX Transportation Company be ordered to grant Communications Maintainer employee N. S. Howell, ID 116678, compensation for eight (8) hours each day at the pro rata rate based on work performed by C&O communications employee Kelly on October 6, 7, 10, 11, 12, 13, 14, 25 and 26, 1988; three (3) hours at the overtime rate October 10, 11; two (2) hours fifteen (15) minutes October 12; three (3) hours and thirty (30) minutes October 13, and four (4) hours and thirty (30) minutes at the overtime rate October 14, 1988 was work reserved to him by the SCL communications agreement.

3. That accordingly, the CSX Transportation Company be ordered to grant communications employee D. E. Butler, ID 019725 compensation for eight (8) hours each day at the pro rata rate based on work performed by C&O communications employee Crisp on October 25 and 26, 1988 was work reserved to him by the SCL communications agreement.

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.

The essential facts of this case show that the work at issue was performed on the Richmond, Fredricksburg and Potomac Railroad ("RF&P") property upgrading the communications systems. A Carrier Communications Maintainer and two Chesapeake and Ohio Railway Company ("C&O") employees were assigned to perform tasks normally associated with the communications systems.

The Organization essentially asserts that the work performed belongs exclusively to its Craft under the Seaboard Coast Line Agreement.

We agree with the Carrier in this case that the Board does not have jurisdiction. In its simplest terms, a Carrier employee was assisted by two C&O employees while working on RF&P property. In effect, the work constituted a part of an overall joint action by two Carriers or a "coordination" as defined in the Washington Job Protection Agreement. Accordingly, following a long-line of precedent that the Board will not accept jurisdiction over those disputes which involve a specific agreement which contains its own dispute resolution process, we must dismiss the claim.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Devet - Executive Secretary

Dated at Chicago, Illinois, this 27th day of May 1992.