

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

Parties to Dispute: (Sheet Metal Workers' International
(Association
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(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the Carrier violated the current Agreement, particularly Rules 51 and 94, at Springfield, Missouri, when they improperly assigned Machinist and Electricians the duty of disconnecting and connecting fuel and freon lines on Refrigerator Cars 333030, 333012, 333031, 333039, 333014, 333016, 333025, 333038, 333032, 333027 and 333010 on November 15, 16, 29, 30, December 7, 8, 8, 14, 16, 16, 1971.
2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Workers G. L. Gelsheimer and H.L. Hanes forty-Eight (48) hours at the pro rata rate to be equally divided.

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 employe 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.

This is a jurisdictional claim arising out of the maintenance and repair work on one hundred mechanically refrigerated cars delivered to Carrier in the fall of 1971. The salient facts out of which the claim arose are not in dispute.

Following delivery, maintenance of the new refrigerator cars was assigned to Carrier's Consolidated Mechanical Shop at Springfield, Missouri. By letter dated October 10, 1971 the General Chairman of the Sheet Metal Workers, requested a conference pursuant to Rule 51 of the applicable schedule agreement regarding the distribution of work involving the new cars. Rule 51 reads as follows:

"Rule 51. Should a jurisdictional dispute arise between any of the crafts signatory to this agreement, it is agreed the craft then performing the work shall continue to do so until the dispute is settled by the crafts involved.

Prior to inaugurating a new process or operation that conflicts with a craft's work classification rules, Management will consult jointly with the General Chairman in an effort to allocate the work to the proper craft. In event allocation cannot be arrived at in conference, then Management may require the work to be performed by the craft they consider entitled to the work."

On November 14, 1971 Carrier representatives met with the 5 Shopcraft General Chairmen on the property in an effort to allocate the work in question. No mutually agreeable decision was reached and subsequently Carrier allocated certain work on the refrigerator cars to employes represented by the International Association of Machinists and to others represented by the International Brotherhood of Electrical Workers; which employes performed the work in issue during the period November 15, through December 16, 1971.

On January 10, 1972 the Sheet Metal Workers filed the instant claim alleging a violation of their Classification of Work Rule because employes other than those covered by that rule performed the work on the refrigerator cars. The claim was denied by Carrier primarily upon the ground that under Rule 51 supra Carrier had already allocated the work to the crafts considered to be entitled to it.

Sheet Metal Workers appealed the denial of the claim to our Board without further effort at an inter-organizational settlement. Other Shopcraft organizations interested in this matter were provided notice and an opportunity to be heard. The Machinists declined to intervene but the Electrical Workers and the Carmen presented submissions on the record.

The record in this case establishes beyond question that this is a jurisdictional dispute arising between signatories to the controlling Agreement, viz, two crafts each are claiming the exclusive right to perform certain work under their respective work classification rules. It is also apparent that the petitioning organization herein has not complied with the mandates of Rule 51 for the resolution of such disputes on the property by the crafts involved.

This Board may not properly ignore valid and legally-binding agreements entered into in good faith by the parties, irrespective of subsequent changes in alliances and interests. The jurisdictional dispute settlement provisions have not been invoked, let alone exhausted on the property. Nor does the record demonstrate any showing of futility or impossibility. In these circumstances, we have no alternative but to dismiss the claim as it has been prematurely presented to us. See Awards 2747, 2931, 5789, 5793.

A W A R D

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of September, 1974.

