

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (System Federation No. 22, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
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(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

That a sufficient number of employees of the Sheet Metal Workers was allowed to perform certain work on Caboose #1262 by the Carrier, in the amount of forty-eight (48) hours at pro rata rate. This work is claimed by the Carman Craft.

That the Carrier be ordered to reimburse the proper claimant without dispute, Carman W. B. Farrell, in the amount of 48 hours at his pro rata rate of pay.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

This dispute involves the assignment of certain piping work performed on a caboose at the Carrier's Consolidated Mechanical Shop located in Springfield, Missouri. The installation of certain appliances was done by the SMWIA employees. The Carmen contend that the work in question is exclusively their work as set out in the Carmen's Classification of Work Rule, Rule 15, of the Agreement of the parties. The Carmen contend that the practice as well has always been to assign this work to the Carmen.

The Carrier contends that the instant case is a jurisdictional dispute between the Sheet Metal Workers' Craft and the Carmen's Craft. The Carrier contends that it allocated the work in question to SMWIA employees in accordance with a practice that has been in existence for many years at this Consolidated Mechanical Shop in Springfield. The Carrier contends that Rule 51 requires that the craft performing the work shall continue to do so until the dispute is settled by the crafts involved. The Carrier believes that the rule precludes

it from unilaterally settling the dispute: and points out that to do so would result in a deluge of claims from the losing organization.

The SMWIA was given a third party notice that this dispute was pending before this Board, and filed a Submission and was represented at the hearing of this case. This organization contends that the work in question has been contracted to the Sheet Metal Workers in their Classification of Work Rule 94; the organization also contends and submits statements from Sheet Metal Workers who contend they have exclusively performed the very same work prior to the date of the dispute and after the date of the dispute at the Springfield location. The SMWIA contends that the instant dispute is a jurisdictional dispute under Rule 51 which must be settled by the crafts involved.

Rule 51 states:

"Should a jurisdictional dispute arise between any of 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 Chairmen 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."

The situation before this Board then is that two organizations are claiming the exclusive right to perform the piping work on cabooses at the Consolidated Mechanical Shop in Springfield, Missouri. This situation is clearly a jurisdictional dispute. The Carmen, the Sheet Metal Workers and the Carrier agreed, along with the other signatory crafts to the Agreement, on a mechanism for handling jurisdictional disputes in Rule 51. The record is clear that the Carmen's Organization has not complied with the requirements of Rule 51 for settlement of the dispute by the crafts involved on the property. Under these circumstances we have no alternative but to dismiss the claim. See Awards 2747, 2931, 5789, 5793 and 6763.

A W A R D

Claim dismissed.

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 14th day of July, 1976.