

Rule 91 does not make specific reference to work on lading. The referenced subcontracting language reads in pertinent part as follows:

"The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rules, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Section 1 through 4 of this Article II. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern."

While the Carrier agrees that Carmen have been properly assigned to adjustment of lading, the Carrier also argued without contradiction throughout the dispute procedure that it has also assigned such work on various occasions to outside contractors, as in this instance. The Carrier also argues that the 1941 Agreement Letter is not currently in effect in view of the provision of the Agreement dated September 8, 1959, as amended July 1, 1966, which states:

"This Agreement, which became effective September 8th, 1950, and as amended, supersedes all previous agreements covering rules, regulations and rates of pay between The Belt Railway Company of Chicago and its employees represented by Organizations signatory hereto and shall remain in effect until changed as cancelled in accordance with the provisions of the Railway Labor Act, as amended."

The Organization argues that the 1941 Agreement Letter is nevertheless currently effective, since, according to the Organization, a number of agreements were inadvertently not included in the 1950 or 1966 Agreements.

Whether or not the 1941 Agreement Letter is in effect, the Board does not find that it grants exclusive jurisdiction of the adjustment of lading to the Carmen, as contrasted with its assignment to outside contractors. Work on lading is not referred to in the detailed Carmen classification of work rule, nor has the Organization demonstrated that such work is "historically performed and generally recognized" as work of the Carmen craft pursuant to the classification of work rule.

The issue here is not which craft employed by the Carrier shall perform the work involved, but rather it is whether or not the Carrier may give it to an outside contractor. Since the Organization has not shown the work as included in its classification of work rule nor that it has exclusively performed the work, the claim must necessarily fall.

A W A R D

Claim denied.

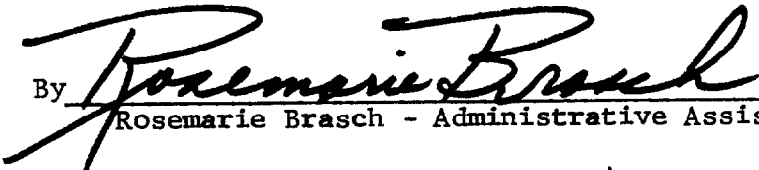
Form 1
Page 3

Award No. 9006
Docket No. 8890
2-BRCofC-CM-'82

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 24th day of March, 1982.