

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 32 and 154 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 Carmen B. Toliver, A. G. Hales, Jr., J. W. Burroughs, W. E. Fannin, A. A. Flocker and D. Tolliver (hereinafter "claimants") when on April 2, 1986 the carrier utilized members of the Sheetmetal Craft to build bases and platforms for installing gas heaters.

2. That, accordingly, the claimants are entitled to be compensated for seventy-two (72) hours each at the applicable pro rata rate for the carrier's violation of the aforementioned Agreement Rule.

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 employees 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 without prejudice to its position, chose not to intervene.

On April 2, 1986, Carrier assigned Sheet Metal Workers to build steel bases and platforms for the installation of gas heaters at its Raceland Car Shops. The Organization filed this claim, asserting such work had been historically performed by Carmen. In denying the claim, Carrier averred Sheet Metal Workers had done similar work in 1953, 1956 and 1957. Aside from arguing that such work is not exclusively reserved to Carmen, Carrier submits this Board is without jurisdiction to consider the matter.

This case presents a genuine jurisdictional dispute between the crafts of Carmen and Sheet Metal Workers. This does not appear to be a matter of the Carrier unilaterally reassigning work which has historically and regularly been performed only by Carmen. We note the Organization, after the initial denial of the claim, in which Carrier advised of Sheet Metal Workers having done this work, wrote, "If you will check records you will find that carmen in the past also built bases at Raceland Car Shops." It appears, from this statement, that both crafts may have performed this type of work in the past. Furthermore, the only portion of the Classification of Work Rule (Rule 154) relied upon by the Organization is the phrase "and all other work generally recognized as carmen's work." There is no part of Rule 154 which explicitly reserves this work to Carmen.

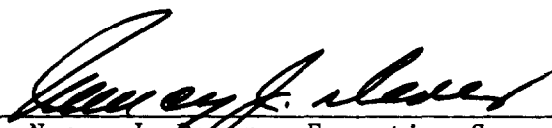
Carrier has cited several Awards of this Board which have involved Supplement No. 6 of the Agreement, to which the Brotherhood Railway Carmen and the Sheet Metal Workers' International Association are signatories. Supplement No. 6 requires that jurisdictional disputes must be handled between the General Chairmen of the crafts involved before any other processing of the claim occurs. The record in this case does not indicate such handling of the matter has taken place. As this prerequisite procedure has not been followed by the Organization, the claim herein will be dismissed. (See Second Division Awards 11070, 11473, 11656 and 11657.)

A W A R D

Claim dismissed.

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.