

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

(International Association of Machinists and Aerospace
Workers)

Parties to Dispute: (

(Southern Pacific Transportation Company (Western Lines)

Dispute: Claim of Employees:

1. That the Carrier on April 5 and 6, 1984 improperly assigned the task of welding and repairs of draft gear pockets to boilermakers.

2. That the above action is in violation of Rule 57 and Memorandum "A" of the Agreement and deprived Machinist Welders R. Mendoza, J. J. Otero and R. R. Rouch (hereinafter referred to as Claimants) of work that is contractually theirs.

3. That, accordingly, the Carrier be ordered to compensate Claimants eight (8) hours each at the Machinist Welder's rate.

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.

On April 5 and April 6, 1984, the Carrier assigned the welding of draft gear pockets to the Boilermakers' craft. This work is claimed by the Organization.

The Organization argued that the work in question is exclusively work of the Machinists' craft and that the Carrier violated Rule 57, which reads as follows:

"Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building

(in shops), shafting and other shop machinery; ratchet and other skilled drilling, reaming and tapping; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxyacetylene, thermit and electric welding on work generally recognized as Machinists' work, the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; shipyard Machinists work; and all other work generally recognized as Machinists' work."

The Organization also noted that this work belongs to the Machinists by past practice.

The International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers has filed a third party Submission in this case. In addition to claiming the work in question, the Boilermakers argue the Machinists have not complied with the provisions of Memorandum A, which reads as follows:

"In connection with and supplementary to the Motive Power and Car Departments Agreement which became effective April 16, 1942, it is recognized by the employees represented by system Federation No. 114, through their several General Chairman and the Southern Pacific Company (Pacific Lines), that in and by said agreement, numerous changes have been made in the 'Classification of Work' and other Rules under which men have heretofore been working, and a great deal of detail and description of the work has been eliminated, which may result in one craft or class requesting or contending for work that is being performed by another craft or class.

In recognition of the facts above recited, and in order to avoid confusion at the local points and provide an orderly determination of the items of work not specifically stated in the 'Classification of Work' and other Rules of the several crafts, it is agreed that existing practices will be continued, unless and until otherwise decided by conference and negotiation between the General Chairmen involved, and the General Superintendent of Motive Power, for purpose of uniformly applying such decision wherever necessary on the railroad.

It is also agreed that the work specified and referred to in said Agreement means only such work as comes under the jurisdiction of the General Superintendent of Motive Power.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942."

Upon complete review of the evidence, the Board finds the provisions of Memorandum A have not been complied with and, therefore, the dispute is not properly before the Board for resolution, and the Board has no alternative but to dismiss the Claim.

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 1st day of April 1987.