

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11966
Docket No. 11574-T
90-2-88-2-55

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

(Sheet Metal Workers International Association
PARTIES TO DISPUTE: (
(Northeast Illinois Regional Commuter Railroad Corporation

STATEMENT OF CLAIM:

CLAIM OF EMPLOYES: The Northeast Illinois Railroad Corporation, now known as METRA, hereinafter referred to as the Carrier, violated the provisions of the current and controlling agreement, in particular Rules 77 and 32(a), when they improperly assigned other than Sheet Metal Workers the disconnecting and connecting of the water pipes to the water pump on locomotive engine numbered 120 on the date of July 6, 1987.

THAT ACCORDINGLY THE CARRIER BE ORDERED TO:

Compensate Sheet Metal Worker C. J. Early in the amount of six hours and twenty minutes at the pro rata rate for the above violation.

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.

The Local Chairman filed a Claim with the Carrier's Chief Mechanical Officer on July 18, 1987 on grounds that the Carrier had violated provisions of the operant Agreement when it assigned work normally done by Sheet Metal Workers to Machinists. The work in question involved the removing and replacing of water pumps on both sides of Engine No. 120 on July 6, 1987 at the Carrier's Western Avenue Diesel Shop in Chicago. Request with the Claim is for six hours and twenty minutes pay at pro rata rate. Absent resolution of

the Claim it was docketed by the Second Division of the Board for final adjudication. The Board advised the International Association of Machinists and Aerospace Workers of its rights to submit a Third-Party Submission in accordance with Section 3, First (j) of the Railway Labor Act. The International Association of Machinists forwarded a Third-Party Submission to the Board and in accordance with the latter's procedures the Sheet Metal Workers International Association was permitted to respond. The Sheet Metal Workers International Association did so by means of rebuttal brief.

This is a third and companion Claim to Awards 11964 and 11965 already ruled upon by the Board. In comparing the full records of these three cases the Board notes that the parties are the same, the issues at dispute are parallel, and the Submissions by the parties closely approximate each other. Although the type of work claimed in this case is substantively the same as in the other cases allegation here is that the amount of work performed by Machinists is somewhat greater in this case than in the two earlier ones.

In those earlier Awards, exemplified by Award 11964 which contains full reasoning used by the Board, it was concluded that a procedural issue held priority and that provisions found in Jurisdictional Dispute Agreement of 1948 controlled. The Board must conclude the same in the instant case and it incorporates reasoning found in earlier Award 11964 by reference. In the two earlier cases, as in this one, the International Association of Machinists had advised the Board that up to that time it had received no communication about jurisdictional matters from the Sheet Metal Workers International Association as were required by provisions of the 1948 Agreement as outlined as follows:

"It is agreed that in connection with the Schedule Agreements which become effective September 1st, 1949, the following Memorandum of Agreement dated April 8th, 1948 will continue in effect without change:

'In connection with and supplementary to the classification of work rules of each craft, represented by the parties signatory hereto, effective June 1st, 1948, it is agreed, as indicated in letter dated June 22nd, 1945, written by the Shop Crafts' General Chairman to Mr. F. H. Allard . . .'

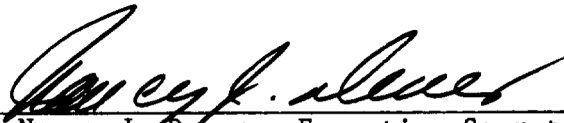
that each craft, represented by the parties signatory hereto, will continue to perform each item of work they have been performing under the Agreement of December 15th, 1926 and any claim made by another craft for any item of work will be handled between the two crafts. If an agreement is reached between the two crafts, such agreement will be submitted to the Chief Mechanical Officer, or his representative. It is understood that no work will be transferred from one craft to another until the procedure outlined above has been followed and Management has agreed to accept any agreement that may be made between the two crafts with regard to transfer of work from one to the other."

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 19th day of December 1990.