

The Second Division consisted of the regular members and in addition Referee Carlton R. Sickles when award was rendered.

Parties to Dispute:     { Sheet Metal Workers' International Association  
                                 { Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. The Illinois Central Gulf Railroad Company violated the provisions of the current agreement, most flagrantly Rules 33, 107 and 108, when they improperly assigned other than Sheet Metal Workers to bend, fit, cut, connect and solder 3/8 and 1/2 inch OD copper tubing, the removal and replacement of black iron pipe and malleable fittings and necessary pipe on air compressor unit including air hose, all of which is part of piping system on commuter cars. The herein described work was performed December 18 through 22, of 1978, at the 18th Street M U Repair Facility in Chicago, Illinois.
2. That accordingly, the carrier be ordered to immediately stop improperly assigning the work that is covered in our Classification of Work Rules to mechanics of other crafts and make necessary arrangements for only Sheet Metal Workers to perform our work.

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 employees involved in this dispute are respectively carrier and employe 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 organization alleges that the carrier uses employees other than sheet metal workers to perform work within the jurisdiction of the sheet metal workers at its 18th Street MU Facility.

The issue here is whether this Board can grant the award requested by the organization. We are requested to order the carrier immediately to stop improperly assigning work covered in the sheet metal workers' classification to mechanics of other crafts, and to make arrangements for only sheet metal workers to perform this work. Even if we were to consider granting this type of award under the facts of the case, since the requirement under the agreement between the parties that the work be performed by sheet metal workers is contingent upon the amount of work needed for sheet metal workers at the 18th Street MU Facility, such award rather than being general in nature would have to be

specific and, in particular, require the carrier to use sheet metal workers to perform the work within their jurisdiction when there is a sufficient number of hours of work at the 18th Street MU Facility to require the use of a sheet metal worker. In other words, the award that we grant would merely quote the terms of the agreement between the parties. Even without such an award, this is the requirements for the carrier.

This is not to say that there can be no remedy if the carrier does not follow the terms of the agreement between the parties in this instance, but rather that an appropriate claim for monetary damages would have to be pursued based upon the facts at the time of the claim.

Rule 33 covering assignment of work is at issue here. The particular provision is as follows:

"At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point."

Rule 33 also provides as follows:

"Any dispute as to whether there is sufficient work to justify employing a mechanic of each craft and any dispute over the designation of the craft to perform the available work should be handled as follows: At the request of the General Chairman of any craft, the parties will under take a joint check of the work done at that point. If the dispute is not resolved by agreement, it shall be handled as a grievance as provided in Rules 37 and 38 pending the disposition of the dispute the carrier may proceed with or continue its designation."

Because of the nature of these proceedings and the time delay in processing the grievance, an award suggested by the organization granted in 1982 based upon the facts of 1978 is not plausible. Since the issue would be whether or not there is sufficient work to justify employing a mechanic, this depends upon the work assignment for the period covered by the award. Since the objective is to enforce the agreement by providing a remedy which will cause the carrier to discontinue the practice if it is in violation of the agreement, such an award would no doubt include financial obligation on the part of the carrier. In the event that the alleged activity has continued and the organization elects to initiate a further grievance, the factors involved in this matter will most likely be taken into consideration by this Board if the matter proceeds this far.

Under these circumstances, since it is not possible for this Board to grant the award requested, it would serve no useful purpose to make further determinations with respect to the factual situation which has been presented.

Form 1  
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Award No. 9099  
Docket No. 8853-T  
2-ICG-SM-'82

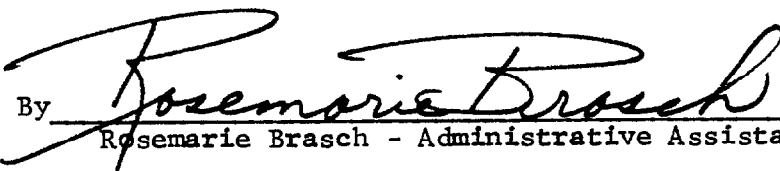
A W A R D

Claim denied.

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 2nd day of June, 1982.

