Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. *10707*
SECOND DIVISION Docket No. 10530
2-AT&SF-SM-'86

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

Parties to Dispute: (Sheet Metal Workers International Association
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(Atchison, Topeka & Santa Fe Railway Company

Dispute: Claim of Employes:

1. That the Atchison, Topeka and Santa Fe Railway Company violated the controlling agreement, particularly Rules 81 and 82 and Letter of Understanding of September 3, 1963, when they arbitrarily abolished Sheet Metal Worker (Pipefitter) R. Hyman's job on November 7, 1982 and turned his work over to the Machinists' Craft.

2. That accordingly, The Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Sheet Metal Worker Hyman in the amount of eight hours (8') per day five (5) days per week until his job is restored at the Corwith Diesel Facility, Chicago, Illinois.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

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.

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

In the instant case the Claimant Sheet Metal Worker R. Hyman was employed at the Corwith Diesel Facility in Chicago, Illinois, until the Carrier abolished his job on November 7, 1982. Because he was the last Sheet Metal Worker at this facility, the abolishment of his job means the elimination of the craft. The Carrier argues that there was not sufficient sheet metal work at this location to warrant retention of a full-time sheet metal position. The Carrier also contends that most of the work performed by the Claimant prior to his furlough did not belong exclusively to the Sheet Metal Workers' International Association.

The Organization disputes these facts and argues that the Carrier violated Rules 81 and 82 of the applicable Agreement, as well as a "letter of understanding" between the parties, dated September 3, 1963. These rules describe the work normally falling with the jurisdiction of the Sheet Metal Workers. Likewise, the 1963 letter upholds the general principle that pipefitters will be used to perform pipefitters' work at this location.

The Carrier has directed our attention, however, to several other provisions of the Agreement which more directly address situations in which there is some sheet metal work, but the Carrier contends there is not enough work to justify one full-time position. The relevant language of Rule 36(b) provides:

> "At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or 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. Any dispute as to whether or not 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 shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as a grievance...."

This section expressly allows the Carrier to assign to Craft B, work normally within the jurisdiction of Craft A if there is not sufficient work to employ a single member of Craft A full-time. The section also prescribes the proper method for handling disputes over whether there is sufficient work. Appendix 7, Article IV basically repeats the same language as Rule 36(b), but adds a procedure for retaining existing practices on individual properties covered by the agreement. The Organization does not contend that this retention procedure was employed in this case.

The Organization did not demand a joint check, as required by Rule 36(b), relying instead upon the large numbers of locomotives passing through the facility monthly as sufficient proof that at least one Sheet Metal Worker position was necessary. The Carrier contests the Organization's figures, argues that the number of locomotives alone does not determine how much sheet metal work is to be done, and also suggests that because this location was not a repair facility, the Carrier required less sheet metal work here than at other locations.

By including a provision in the agreement requiring a joint check the Board reasons that the parties intended to avoid "wrangling" of the very sort which has occurred in this case. Furthermore, the Organization has skipped a crucial step in the process of resolving this dispute; if it had followed this procedure, it might have prevented the filing of this claim, or its consideration by this Board. The reason offered by the Organization is not sufficient to excuse its failure to follow the procedure contained in the Agreement, especially because the Carrier contests both the Organization's locomotive data and its significance.

The Organization's failure to request a joint check compels the Board to deny their claims. Because of this fundamental procedural defect in the way this claim comes before the Board, we need not go any further in determining

the other issues raised by the parties, such as whether the work performed by the Claimant before his furlough belongs exclusively to the Sheet Metal Workers. Unless and until the parties determine through a joint check how much work is being done, the exact classification of that work is impossible and irrelevant.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this *15th day of January 1986.*