

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11166
Docket No. 11178-T
2-SP-SMW-'87

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

(Sheet Metal Workers International Association
Parties to Dispute: (
(Southern Pacific Transportation Company (Western Lines)

Dispute: Claim of Employees:

1. That the Carrier violated the Sheet Metal Workers' Classification of Work Rule 77 of the current Motive Power and Car Department Agreement when the installation of the 18 gauge sheet metal parts was assigned to employes of the Electrician Craft.

2. That Sheet Metal Workers' G. L. Belmont and F. E. Pickles be compensated each day or eight hours per day at the straight time rate, on a continuing basis, in addition to 10% per annum compounded annually on the anniversary date of claim.

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 November 20, 1984, Electricians belonging to the International Brotherhood of Electrical Workers installed telemetry equipment on four locomotives. As part of this installation on each locomotive, an 18 gauge sheet metal bracket was attached to the top of the control stand, and a receptacle was mounted on the cab wall by means of pop rivets. The Organization has claimed this work was part of the Sheet Metal Workers craft.

The Carrier raised three threshold issues in its Submission: 1. The Third Party Electricians' Organization should be heard; 2. That the Claim is not clear, and 3. The procedure on the property for resolving a jurisdictional dispute (Memorandum A) has not been complied with. These issues must be resolved in the Organization's favor prior to proceeding to the merits of this case.

With respect to the Electricians having an opportunity to present its position, the Board finds the Docket contains a Submission from the International Brotherhood of Electrical Workers, and it has had ample opportunity to present its views.

With respect to the clarity of the Claim presented by the Organization, the Carrier stated the Claim fails to show the dates or times of occurrences and, therefore, the Claim is much too vague and indefinite to determine when the disputed work occurred. The Board finds that, while the Claim could have been worded more specifically, it is sufficiently clear to allow the Carrier to properly respond. The installation of the telemetry equipment was certainly a significant happening, and the Carrier knows full well approximately when these installations occurred and on how many locomotives.

With respect to the assertion by the Carrier and by the International Brotherhood of Electrical Workers that the Organization did not comply with the procedures of Memorandum A, the Board finds the following: Memorandum A 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 Chairmen 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."

The Organization argued Memorandum A applies only to diesel conversions in 1942, that Memorandum A was not argued on the property and only at the Board, therefore, it does not apply. The Organization noted that, in a letter dated January 29, 1985, to Mr. M. A. Givan, Labor Relations Officer, Southern Pacific Transportation Company, by John D. Walker, General Chairman, Sheet Metal Workers International Association, Mr. Walker ended his letter by stating "conference requested." Mr. Givan responded in a letter dated March 21, 1985, "If conference is still desired in connection with this case, I will be available after the first week of April, 1985." Apparently, a "conference" was held on May 30, 1985; however, it was not the kind of conference contemplated under Memorandum A. The use of the joint conference has much historical precedent including Second Division Awards 7218 and 7481 on this property.


Upon complete review of the evidence, the Board finds that 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 18th day of February 1987.