

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11364
Docket No. 11154-T
2-SP-MA-'87

The Second Division consisted of the regular members and in addition Referee Elliott H. Goldstein 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 August 17, 1984, improperly assigned the task of weld build-up on a bolt circle housing of a grit radiator fan to prepare for Machine Shop reworking and in so doing violated the provisions of Rule 33(a), 57 and Memorandum "A".

2. That said assigned work to the sheetmetal worker deprived Machinist S. R. Nilsson (hereinafter referred to as Claimant) of work that is contractually his.

3. That, accordingly, the Carrier be ordered to compensate Claimant eight (8) hours compensation 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 employees involved in this dispute are respectively carrier and employees 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.

As third party in interest, the Sheet Metal Workers International Association was advised of the pendency of this case, but chose not to file a Submission with the Division.

This Claim involves a jurisdictional dispute for the allocation of work relating to performing a welding buildup on a grid fan housing on a diesel locomotive. On August 17, 1984, at Carrier's Sacramento Locomotive Works, a Sheetmetal Worker was assigned to form a weld buildup on the bolt hole circle on a grid fan housing. The welding work required the application of aluminum weld material around a bolt hold that was broken out in preparation for allowing Machinists at a later time to measure and redrill the hole.

The Organization contends that this work should have been assigned to Machinist employees rather than to employees represented by the Sheet Metal Workers Craft. It maintains that Rule 57 of the Controlling Agreement clearly encompasses the work at issue as Machinists work, and that the allocation of the involved work is a violation of Rules 33 (a), 57, and Memorandum "A" of the current Agreement. Carrier argues, on the other hand, that this Board has no jurisdiction in the matter because, inter alia, the provisions of Memorandum "A" have not been complied with and therefore this appeal to the Board is premature and should be dismissed.

We concur with Carrier's position. Inasmuch as Memorandum "A" is applicable to the instant dispute, the procedures therein described must be followed before the Board may consider this case. There is no record of any conference or negotiations held among the crafts involved here nor any indication of an Agreement reached between the parties regarding the jurisdictional Claim before us.

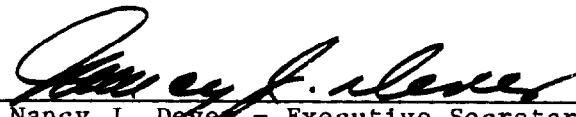
The Organization argues that no jurisdictional dispute exists in the instant dispute because the work is specifically and unambiguously contracted to the Machinists pursuant to Rule 57 of the Agreement. We do not agree as the Rule does not specifically allocate weld buildup exclusively to Machinists; certainly equally plausible contentions can be made that the work belongs to the Sheet Metal Workers. But that issue will not be decided here. Since the parties have agreed on the procedure for resolving this kind of dispute, that procedure must be followed before a Claim may be filed. We have no jurisdiction to decide the merits of the case. Accordingly, we rule to dismiss the case.

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 21st day of October 1987.