

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

Parties to Dispute: { Sheet Metal Workers' International Association
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rule 65 at its Fort Worth Diesel Shops, Fort Worth, Texas on October 7, 1977, when they improperly assigned Machinist Richard Rodriquez the duties of disconnecting and connecting fuel lines to glass bubble filter on Engine 1232.
2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker E. H. Enriquez four (4) hours at the pro rata rate of pay for such 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 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 work in dispute in this instant case was performed at Carrier's Fort Worth diesel facility for running repairs and involved repairs made to diesel electric Unit #1232, leased by the Carrier to the Great Southwest Railway. Specifically, the repairs consisted of changing out of defective fuel filters which entailed removal of the filter housing mounted on the diesel unit. To accomplish the job it was necessary to disconnect two fuel lines each of which are attached to the filter housing with cap screws. In all, a total of seven (7) cap screws, four (4) for one fuel line and three (3) for the second fuel line were required to be removed in order to disconnect the fuel lines. These fuel lines, Carrier maintains, were neither repaired, replaced or altered in any way and that the actual work time involved in disconnecting and reconnecting the fuel lines did not require one (1) hour.

The Organization alleges the work of disconnecting the fuel lines involved in the repairs is work covered by its Classification of Work Rule, Rule 65 of the Controlling Agreement, effective date June 1, 1960. The Carrier asserts the work in question was assigned to an employee of the Machinist Craft because the main portion of the repairs was the replacement of the filter housing and filters which is work of Machinists, while the other remaining portion of the work involved,

that of disconnecting and reconnecting the two fuel lines was deemed as incidental to the main assignment.

Based on a review of the entire record before us, the Board is persuaded by a preponderance of the evidence that the instant dispute falls within the jurisdictional parameters of the Incidental Work Rule of the May 12, 1972 National Agreement. As such, the Board is without jurisdiction to rule on this instant matter according to the unambiguous language of Article V, Section (h) of the aforesaid National Agreement, as well as the clear meaning and intent of the June 5, 1972 Letter of Agreement, which read respectively in relevant part as follows:

"Paragraph (h) of Article V - Incidental Work Rule - provides that -

'(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181.'

In compliance with this provision, it is agreed that a National Disputes Committee is established. This Committee shall consist of two carrier members and two organization members signatories to the Agreement of May 12, 1972. The Committee shall have exclusive jurisdiction over disputes between the parties growing out of claims or grievances involving the interpretation or application of Article V - Incidental Work Rule - of the Agreement of May 12, 1972." (Emphasis supplied)

Accordingly, in light of the exclusive jurisdiction over such disputes vested in the relevant provisions of the May 12, 1972 National Agreement and the June 5, 1972 Letter of Agreement, we find we must dismiss the instant claim for lack of jurisdiction.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of April, 1981.