

The Second Division consisted of the regular members and in addition Referee John J. Mikrut, Jr. when award was rendered.

Parties to Dispute: (Sheet Metal Workers International Association
(District Council 114
(
(Southern Pacific Transportation Co.

Dispute: Claim of Employes:

- (1) The Carrier violated Rules 33 and 77 of the current Motive Power and Car Department Agreement on August 19, 1981 when work coming under said rules and generally recognized as Sheet Metal Workers work and historically performed by said employes, was arbitrarily assigned to other than Sheet Metal Workers.
- (2) That Carrier pay claimant A. Gonzales 4 hours pay at straight time 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 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.

The instant claim contends that on August 19, 1981, at Carrier's Roseville, California Locomotive Maintenance Plant Carrier improperly assigned Sheet Metal Workers' work to be performed by employees of the Machinist Craft. Said work involved the "...disconnecting of six pipes and/or strato flex hose connections to the governor on diesel locomotive 9007." There is no dispute as to the specific work which was performed or by whom.

Organization's basic contention is that the disputed work was Sheet Metal Workers' work since it was clearly "...a part of the regular scheduled locomotive inspection and maintenance repair program..." Carrier maintains, however, that the disputed work was "incidental" to the principal assignment and, Carrier's assignment therefore, was allowable under the provisions of the Incidental Work Rule of the May 12, 1972 National Agreement. Moreover, Carrier further argues that, in light of the Incidental Work Rule, this Board is without jurisdiction in the instant case in that said Rule clearly provides that matters of such nature shall be referred to and handled by the National Disputes Committee which is specifically constituted for such purposes and has exclusive jurisdiction thereof.


The Board has carefully read and reviewed the parties respective argumentation in this matter and is persuaded that the instant dispute falls within the coverage of the Incidental Work Rule of the May 12, 1972 National Agreement; and, as such, the Board is without jurisdiction to rule on this matter (See: Second Division Awards 8683 and 8319; also Transportation - Communications Employees v. Union Pacific R.R., 385 U.S. 157, 1966).

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 7th day of March, 1984