

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 7983
Docket No. 7838
2-LT-USWA-'79

The Second Division consisted of the regular members and in addition Referee Bernard Cushman when award was rendered.

Parties to Dispute: { United Steelworkers of America, AFL-CIO
{ Lake Terminal Railroad Company

Dispute: Claim of Employees:

I, Victor Bellan, employed as an electrician at the Lake Terminal Railroad, Lorain, hereby claim four (4) hours' pay at straight time for electrical repairs that were performed on Locomotive #1201. The above-mentioned work was performed at approximately 1:00 a.m. on the 30th of September, 1977, by Assistant Trainmaster Merrit W. Christman.

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 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.

On September 30, 1977, one of the Carrier's yard crews was switching the BOP shop of the United States Steel Corporation. Assistant Trainmaster M. W. Christman had on that date at approximately 1:00 a.m. come to the Hot Metal Scales to give additional switch orders to the conductor. While Christman was present, the locomotive engineer on this job complained that when the crew was pulling iron ladle cars into the BOP Shop there was smoke in the cab of locomotive engine No. 1201. Christman investigated and opened the high voltage cabinet. In order to determine whether the cause of the smoke was due to an apparently loose nut or some other problem, Christman used a wrench and tightened the nut. The tightening of the nut seemed to solve the problem.

The Claimant contends that Christman had no contractual right to make repairs on locomotives and that he should have been called to perform the work in question. The Carrier claims that the work involved was only a matter of a few seconds. The Organization disputes the "few seconds" terminology but the record makes it clear that the period of time involved was of very short duration.

The Organization claims a violation of Paragraph (4) of Rule 14 (Mechanical Department Special Rules). It is also claimed that Definition No. 4 of the Agreement between the parties, is applicable. These read:

"Paragraph (r): Nothing in these rules shall be construed to prevent engineers and firemen from making necessary light repairs to locomotives in service when such repairs will keep locomotives in service or prevent unnecessary damage to locomotives. A locomotive will be deemed to be in service when it has left the shop in charge of a crew and has passed over Vine Street crossing."

"Definition No. 4: Supervisor - Any individual employee of the Company engaged directly or indirectly in the capacity of supervising and directing the working forces, and who does no manual work except in emergencies or for the purpose of demonstration."

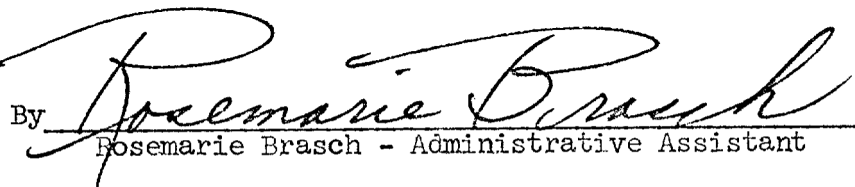
While the Board is satisfied that the tightening of the nut was work that belonged to the electricians or enginemen, the Board's view is that the circumstances here presented involve service which was so insignificant in terms of time consumed as to present a de minimis situation. See Second Division Awards No. 6303 and No. 7529. We find here, as in No. 7529, that the work performed here was simple and brief, originally investigatory in purpose, and arose in such circumstances as to indicate that the claim is one which properly falls in the category of de minimis although it might otherwise be found to have merit.

A W A R D

Claim denied.

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 20th day of June, 1979.