

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

Parties to Dispute: (Sheet Metal Workers' International Association
(Richmond, Fredericksburg and Potomac Railroad Company

Dispute: Claim of Employes:

1. That the Carrier, under the current working agreement between the sheet metal workers and the Carrier, violated Rule #111 of the agreement.
2. That, accordingly, the Carrier be ordered to compensate the employe Herberg G. Barrett, Sr. eight hours pay at time and one half.

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.

Claimant contends that Carrier violated the Controlling Agreement when it permitted a non-agreement covered employee to perform work which was protected by Rule 111. It asserts that the violation occurred on October 24, 1981 when a Machinist removed and replaced piping while making repairs on a stationary air compressor located in the southbound class yard of Potomac Yard. It maintains that the connecting and disconnecting of piping belongs to the employes covered by the Sheet Metal Workers' Agreement, and avers that it was recognized as protected work by the Machinist who performed it. It argues that the work cannot be condoned by an averment that it was incidental to the Machinist's primary repair duties since the Agreement's Incidental Work Rule, Rule 59, applying to rolling stock is inapplicable here. It asserts that Carrier also violated Rule 7 when it did not observe the requirement that men on the overtime list will be called in turn to perform overtime.

Carrier avers that the work was trivial in nature and incidental to the main work performed by the Machinist. It asserts that it was performed in connection with replacing the air/oil compressor, which did not require any special skills. It argues that the Agreement's Incidental Work Rule does not address this situation since the equipment repaired was not rolling stock, and cited several Second Division Awards to substantiate its interpretative position. See Second Division Award Nos. 1996, 4962, 5327, 5495 et al.

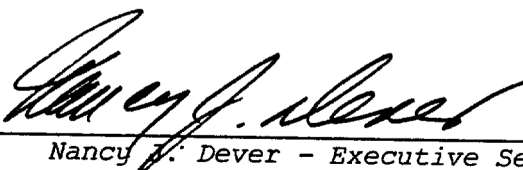
In our review of this case, we concur with Carrier's position. The work performed was clearly incidental work and not precluded by any specific Agreement provision. The Incidental Work Rule is inapplicable here since the work was not performed on rolling stock; and there is no persuasive indication that the disputed work was not de minimus in nature and incidental to the Machinist's primary repair duties. In Second Division Award No. 5495 among others, we held that such work was not impermissible when performed under such limited and definable circumstances and this principle applies here. For these reasons we must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of January 1985.