

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12238
Docket No. 11824-T
92-2-89-2-123

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

(International Brotherhood of Electrical Workers
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.
(The Baltimore and Ohio Railroad Company)

STATEMENT OF CLAIM:

1. That the Baltimore and Ohio Railroad Company arbitrarily violated Rule 125 of the Controlling Agreement and letters of Agreement of March 25, 1977, and August 31, 1984.

2. That the Baltimore and Ohio Railroad Company compensate Claimant Welford an amount equal to one half (1/2) hour pay at the current rate of pay and further that the B&O Railroad refrain from such action in violation of the Agreement in the future.

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.

As Third Parties in Interest, the International Association of Machinists and Aerospace Workers, the Sheet Metal Workers International Association, the United Transportation Union, the International Brotherhood of Firemen & Oilers, and the Brotherhood Railway Carmen/Division of TCU were advised of the pendency of this dispute. The International Brotherhood of Firemen & Oilers filed a response. The International Association of Machinists and Aerospace Workers, the Sheet Metal Workers International Association and the Brotherhood Railway Carmen/Division of TCU chose not to intervene.

The basic facts of this case are set forth as follows: On June 4, 1988, Carrier assigned a Machinist to apply the Rear Display Unit (RDU) to Locomotive 6638. The Machinist removed the "RDU" from another nearby locomotive and placed same onto Locomotive 6638 which was being dispatched. In response to this assignment the Organization filed a claim on June 29, 1988, wherein it charged that Carrier violated Rule 125 of the Agreement and also the Letter Agreements of March 25, 1977, and August 31, 1984. In its September 1, 1988 appeal letter it stated in pertinent part:

"Likewise the March 25, 1977 Letter Agreement between the parties specifically provides that radio equipment on all locomotives will be removed, installed and tested by IBEW members on the Baltimore and Ohio Railroad Company, and the August 31, 1984, Letter Agreement specifically provides that, 'In locomotive cab, Electricians will perform the same type of installation and/or removal work ... on the EOT System as these employees currently perform on the Voice radio system.'"

These Letter Agreements provided, according to the Organization, verifiable substantive support for its position. The Organization also took issue with Carrier's position that other employees were used as a matter of practice to change out RDU's when Electricians were not available, and Carrier's further argument that the work was non-technical and de minimis.

Carrier contends that it would indeed be ludicrous if train operations had to be halted because an Electrician who was not available needed to be called to change out an RDU. It points out that said work took only five minutes and did not require technical skills. It maintains that other employees, including Road Foremen performed this work on a routine basis and referenced several Awards with respect to the De Minimis Rule's application. (See Second Division Awards 9155, 7587, 7529, 10369, and Third Division Award 26631.)

In considering this case, the Board concurs with Carrier's position vis a vis the De Minimis Principle's application. In Second Division Award 9155 the Board upheld the De Minimis Principle's application where the work involving the placement of a radio in a locomotive took five minutes. The Board held:

"The record of this case reveals that the work performed in this instance was by all standards de minimis. As such, it does not constitute a scope violation that would warrant a four-hour claim be paid. See Second Division Awards 7587 (Eischen) and 7529 (Searce)."

In Third Division Award 26671 involving the changing out of a radio power pack which was claimed to be Signalmen's work the Third Division held in pertinent part:

"The work was of a de minimis variety - even if only for a 'few minutes' as stipulated by Carrier, and does not warrant delays in dispatching trains and an overtime call."

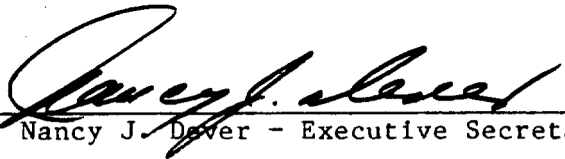
Since the instant work took only five minutes and was performed to avoid a train delay, the Board finds the above referenced Awards applicable here. The simplicity of the task, the limited skill involved and the brief time to perform this work brings it within the defining parameters of the De Minimis Principle.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 15th day of January 1992.