

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ Division of TCU  
(  
(CSX Transportation, Inc. (formerly the Baltimore  
( and Ohio Railway Company)

STATEMENT OF CLAIM:

1. That the carrier violated Rule 138 of the controlling agreement by working a boilermaker in the place of a carman which should have been called to help replace a coupler on Engine 6006.

2. That the carrier be ordered to award Claimant Sam Bussard four (4) hours time and one-half rate of pay of the carman's craft account of their violation of Rule 138.

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 Party in Interest, the International Brotherhood of Boilermakers and Blacksmiths was advised of the pendency of this dispute, but did not file a response with the Division.

The basic facts of this case are set forth as follows: By letter dated May 31, 1989, the Organization filed a Claim wherein it charged Carrier with violating Rule 138 of the Agreement when a Boilermaker was assigned on April 30, 1989, to assist a Carman change a coupler on Engine 6006. The work was performed in the roundhouse on pit #6 located at the Cumberland Locomotive Shop. Specifically, the Organization maintained that Carrier should have called a Carman to help replace the coupler, since said work was historically and generally recognized as Carmen's work.

By letter dated June 29, 1989, Carrier denied the Claim on the grounds that the work performed by the Boilermaker was of a general nature and merely consisted of aiding the Carman lower the saddle and coupler to the ground and then lifting the saddle and new coupler back into position.

As the Claim progressed, the Organization noted that the work was part and parcel of the overall task of renewing the coupler and not work of a general nature. Carrier reiterated its initial denial position, though it added the Organization submitted no evidence indicating Claimant's status or that he suffered any loss of earnings.

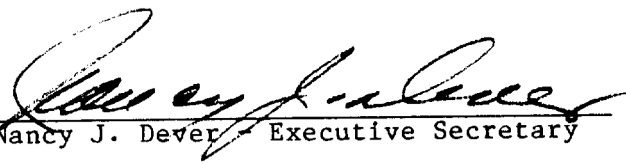
In considering this case, the Board cannot disregard the integral nature of the disputed work to the Carman's task of changing a locomotive coupler, but the time actually expended by the Boilermaker was minimal in duration and hence subject to the de minimus doctrine. For example, the Organization contended in its May 31, 1989 Claim that the Carman and Boilermaker worked on the coupler for two hours and forty-five minutes, but offered no proof to substantiate this contention. A confirming statement by the assigned Carman detailing the time and specific work would have strengthened the Organization's petition. On the other hand, Carrier's response that the Boilermaker expended twenty minutes actual working time assisting the Carman went unchallenged and this quantum of time under these circumstances is indeed de minimus. Second Division Award 7587 is on point herein.

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 8th day of July 1992.