

The Second Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 25(a), (b) and (c), 26(a), 107(a), 108 and 109 of the June 1, 1960 controlling agreement when they assigned Machinist at Sedalia, Missouri to performing electricians' work, second week of March, 1975, prior to March 31, 1975, on March 31, 1975 and first week of April, 1975.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate twenty (20) eight hour (8') days at the rate of time and one-half the regular rate to be divided evenly among the furloughed electricians whose names appear below:

J. D. Payne
C. Gramlich
J. A. Larson
L. S. Borchers

L. F. Klein
J. A. Vinson
E. T. Bealer

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 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.

Claimants contend that they should have been recalled from furlough to perform the work of operating an overhead crane on various occasions to unload certain materials which had been delivered to Sedalia Shops during a period covered by claim dates. It is not refuted that the work in question consumed an hour or so on four (4) scattered dates.

Carrier defends on the grounds that several provisions of the Agreement authorized its use of other than electricians to perform this work in light of the facts that the Sedalia Shops were shut down and all employees, including claimant electricians, had been furloughed; with the exception of a skeleton crew kept on for maintenance. Upon careful review of the record and reading the contract with the rule of reason in mind we are unable to find a violation of the Agreement. Even if arguendo a technical violation occurred we find that under the de minimus doctrine the claim must be dismissed.

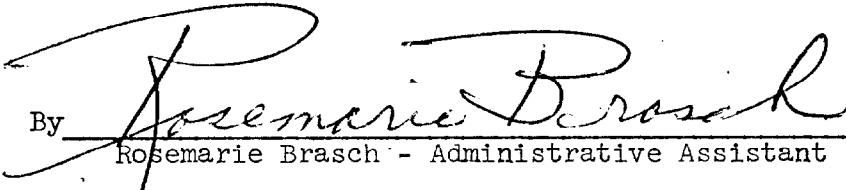
A W A R D

Claim dismissed.

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 12th day of July, 1978.