

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

Parties to Dispute: (International Brotherhood of Electrical Workers
(Bangor and Aroostook Railroad Company

Dispute: Claim of Employees:

1. That the Bangor and Aroostook Railroad Company violated the controlling Agreement when they assigned other than Electrical Workers to perform work under the scope of the electrical craft Agreement on September 21, 1980.
2. That accordingly, the Bangor and Aroostook Railroad Company be ordered to compensate Electrician J. N. Decker, three (3) hours pay at the prevailing rate of straight time pay for September 21, 1980.
3. That the Bangor and Aroostook Railroad Company desist in removing the work from the electrical craft and assigning the work to other crafts.

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.

On Sunday, September 21, 1980, a Hostler at Northern Maine Junction replaced a head light on the lead unit of Northbound Freight No. 57. It took him about ten minutes to perform the change. Electrician J. N. Decker, a regular Electrician at the Northern Maine Junction engine house, filed a claim for three hours' pay at the straight time rate, account Carrier assigned other than Electrical Workers to perform work covered under the Scope Rule of the Electricians' Agreement.

Carrier denied the claim, contending that the only employe available to perform the work was a Hostler and that the work was of a de minimus and incidental nature. Employes other than Electricians can perform minor electrical repairs under those conditions.

This Board has reviewed the record and the Agreement language pertinent to this dispute (Rule No. 108, Classification of Electrical Work, and Attachment No. 1 of the December 4, 1969 Memorandum, The Incidental Service Rule) and must conclude the Carrier was not in violation of either Agreement when it directed the Hostler to change the head light under the conditions that existed here.

Form 1
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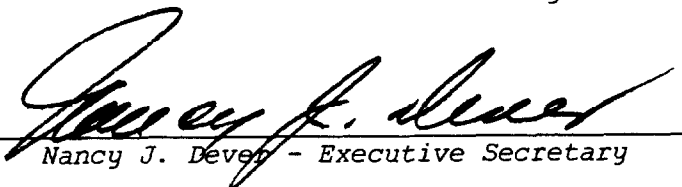
Award No. 10369
Docket No. 9277-T
2-B&A-EW-'85

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 17th day of April 1985.