

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Philadelphia, Bethlehem and New England Railroad
(Company

Dispute: Claim of Employees:

1. That within the meaning of the controlling Agreement, particularly Special Rule 2 and Rule 11, the Company violated the contractual rights of Carmen Warner Rodgers, Dennis Repyneck, Al Heidecker and Robert Durn on Sunday, April 18, 1982.
2. That accordingly, the Company compensate Carmen Warner Rodgers, Dennis Repyneck, Al Heidecker and Robert Durn four (4) hours each at the applicable rate of pay, all of whom were available and able to perform the work of repairing a carrier iron on BS Co 5504 car.

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 employees involved in this dispute are respectively carrier and employees 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.

The essential facts are not in dispute here. On April 18, 1982, a Yard Crew noted that an iron bolt had broken on a car near the middle of an eight-car train. Rather than switch the defective car out of the drag, it was moved to an area where a car repair truck was parked. The crew then replaced the broken bolt on the coupler carrier iron to hold it in place. The Carrier avers that there were no car repairmen immediately available to repair the car and that the repair took less than five minutes.

The Organization advances its claim on procedural and substantive grounds. With respect to the former, it contends that Rule 30(b) was violated in that the General Car Foreman, to whom the claim had been presented, did not personally respond to the claim. On this point, we hold with the Carrier in that the controlling rule does not require a specific person or position to reply, but rather "the Company", as here.

Turning to the substance of the issue, the Organization maintains that when the Carrier permitted the yard crew to replace the bolt, it stood in violation of the Carmen's Classification of Work Rule, which, in pertinent part, reads "Carmen's work shall consist of building, maintaining, dismantling, repairing ***, painting and inspecting all freight cars ***." The Organization asserts that the work in question belonged to the Carmen.

Pursuant to Section 3, First (j) of the Railway Labor Act, as amended, notice was given to the United Transportation Union and the Yardmasters of this claim as possible parties of interest. However, neither one of these parties filed a statement or intervened on this matter.

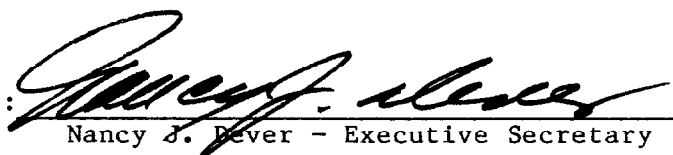
The evidence shows that the claimed work belonged to the Carmen. However, while we would note that failure to assign work to the craft whose exclusive jurisdiction is recognized is not a matter to be set aside lightly, and we do not here, we conclude that the de minimus doctrine applies because of the simplicity of the task comprising the work itself, the circumstances under which it occurred, and the time involved to perform it. Consequently, compensation is not appropriate.

A W A R D

Claim is sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1985.