

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12458
Docket No. 12143-T
92-2-90-2-283

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

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

STATEMENT OF CLAIM:

1. That the Baltimore and Ohio Railroad Company violated Rule 125 of the Controlling Agreement, when on June 25, 1989, Supervisor W. Rice removed a two-way radio from locomotive unit 6034 and applied a two-way radio to locomotive unit 6109; and accordingly.

2. That the Baltimore and Ohio Railroad Company compensate Electrician Frank Grim an amount equal to two hours and forty (2:40) minutes at the then effective straight time rate of pay.

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 International Brotherhood of Firemen and Oilers, the United Transportation Union Yardmasters Department, and the Joint Council of General Chairmen were advised of the pendency of this dispute. The International Association of Machinists and Aerospace Workers, the Sheet Metal Workers International Association, the International Brotherhood of Firemen and Oilers, and the United Transportation Union Yardmasters Department, filed a Response with the Division. The Joint Council of General Chairmen advised they would not file a Response with the Division.

On June 25, 1989 the Carrier assigned a Supervisor to remove a two-way radio from Locomotive 6034 and to apply the radio to Locomotive 6109 at its Locomotive repair facilities located at Cumberland, Maryland.

The Organization's claim alleges that the assignment violated Rule 125 of the Agreement because the work is reserved exclusively for Electricians. The Organization seeks "an amount equal to two hours and forty minutes at the then effective straight time of pay."

In companion cases involving the same parties and virtually the same issues, the Board denied the claims, partially on the grounds that the contested work, which also included an RDU unit as well as a Track Star Radio, was de minimus in nature. See Second Division Awards 12238 and 12239. In the present case the Board finds nothing in the facts and circumstances and the arguments of the parties to justify a different conclusion.

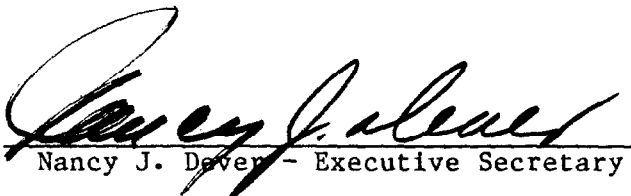
The work performed by a Supervisor on June 25, 1989, of removing a two-way radio from one locomotive to another, was, among other things, of a de minimus nature. Accordingly, the claim is denied.

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 28th day of October 1992.