

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24955
Docket Number SG-25042

Hyman Cohen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Long Island Rail Road: Case No. SG-31-81.

On behalf of Signal Maintainer Robert Waidler for one hour's pay under Rule #67 account working on two sections on Monday August 17, 1981.

OPINION OF BOARD: The Claimant, a Signal Maintainer with the Carrier's Amityville-Valley Section seeks an additional one hour's pay under Rule No. 67 because he performed work on two (2) Sections on August 17, 1981. Rule No. 67 provides for an additional one hour's pay when a maintainer works on two or more Sections during his regular tour of duty.

On August 17, 1981 the Claimant was performing work on a fuse box in the vicinity of Baldwin Station. Foreman Melfi instructed the Claimant to accompany him to the Valley Tower storage compound which is located in another Section, in order to obtain a new fuse box. To secure the new fuse box, the Claimant dismantled the box from two (2) steel legs and returned to the Baldwin work site with the fuse box.

In the opinion of the Board these circumstances do not warrant the application of Rule No. 67. Instead of returning to the work site with the fuse box and its support legs the Claimant committed a gratuitous act by removing the legs of the fuse box at the Valley Tower compound. The removal of the support legs at the compound was neither authorized by supervision nor required to complete the assigned job at the work site. Moreover, assuming that the removal of the support legs from the fuse box was authorized and required to complete the assigned job, the "work" performed by the Claimant constituted a de minimus task and was incidental to the Claimant's assignment of replacing a defective fuse box at the work site. Accordingly, such "work" is not within the intention and meaning of Rule 67.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

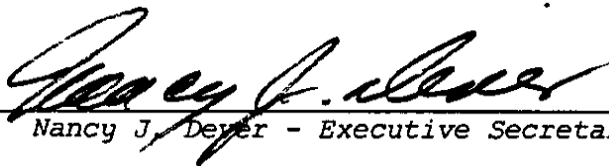
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois this 14th day of August 1984.

