

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26671
Docket Number SG-25812

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Seaboard System Railroad (Clinchfield)

STATEMENT OF CLAIM: "Claims of the General Committee of the Brotherhood of Railroad Signalmen on the former Clinchfield Railroad:
[Carrier file: 15-1(83-25) G2]

1. Claim that instructions given to Leading SC&E Maintainer R. L. Lyle on or about April 20, 1983 be rescinded and that all radio work be done by SC&E employees as per agreements of July 1, 1950 and August 1, 1958 and that Leading SC&E Maintainer C. V. Hensley be paid a minimum call of 2 hours and 40 minutes at the overtime rate of pay for April 25, 1983, account Electrician Helper C. T. Jennings, Jr. disconnected and removed a radio pack and/or radio from Engine 3617 and connected and placed same on Engine 8036 at Erwin, Tennessee.

2. Claim that Leading SC&E Maintainer R. L. Lyle be paid a minimum call of 2 hours and 40 minutes at the overtime rate of pay for April 23, 1983, account radio units were swapped and/or exchanged on the third shift from Engine 3613 to Engine 3620 by other than SC&E employees at Erwin, Tennessee."

OPINION OF BOARD: As Third Party in interest, the International Brotherhood of Electrical Workers were advised of the pendency of this dispute, but chose not to file a Submission with the Division.

The dispute herein was triggered by two related but separate types of incidents. First, Carrier instructed the Leading SC&E Maintainer to release the key to the radio padlocks for use by the Mechanical Department personnel; this took place on April 20, 1983. Second, on April 23 and 25, 1983, an on duty Electrician Helper, upon instructions from Carrier, removed the radio power pak from one locomotive and placed it in another locomotive which was about to be dispatched. These events took place on the third shift when there were no SC&E personnel on duty. The work in question was simple and took only several minutes to accomplish.

The Scope Rule provides as follows:

"This agreement covers the rates of pay, hours of service and working conditions of all persons engaged in the construction, installation, repair, reconditioning, dismantling, inspecting, testing and maintenance, either in the shop or in the field, of the following:

All signals and signaling systems, interlocking plants and interlocking systems, car retarders and car retarder systems, train order signals, centralized traffic control systems, wayside and office equipment of communication facilities, highway crossing protective devices, train stop and train control equipment, spring switch mechanisms, line of road electrical facilities but not including work in the Maintenance of Equipment Department covered by Electrician's agreement rules, shop repairing of equipment used in connection with the above named systems and devices, bonding of track for signal and interlocking purposes.

Pipe lines and pipe line connections, cranks, compensators, foundations and supports for switch and signal apparatus.

Lines, poles and fixtures, conduit systems, transformers, arresters, wires or cables, pertaining to line of road electrical, signaling, interlocking and communication facilities.

Interior and spot painting, including the complete painting of all facilities covered by this agreement on first installation, concrete and form work of all classes in connection with the installing, repairing or maintenance of any line of road electrical, signal, interlocking or communication system, apparatus or device, excluding the erection and maintenance of towers and buildings.

Electric and gas switch heaters and slide fences.

All other work generally recognized as line of road electrical, signal and communication work.

It is understood the following classifications shall include all persons performing the work under the heading of 'Scope'. No person other than those classified herein shall be permitted to perform any of the work described herein."

The Organization also relies in part on a Memorandum of Agreement effective August 1, 1958, which dealt with FCC requirements for radio repair work. FCC regulations prohibit anyone from performing repair work on radios unless the employee holds an FCC license for such work. The Agreement of 1958 provides for assignments to employees holding such FCC licenses.

Petitioner insists that the work in question is reserved to it by the terms of the Scope Rule. In addition, for some 25 years the work had been performed exclusively by SC&E personnel. The Organization also asserts that Carrier's de minimis position is unsupported since Carrier has never specified the precise amount of time required to perform the task.

Carrier asserts that the Claims are for a minimum call of 2 hours and 40 minutes at the overtime rate for a task which takes but a few minutes to accomplish and takes no special skills or tools. Carrier states that the activity did not involve a violation of the Agreement since there was no wiring, aligning or checking of the unit involved. The Mechanical Department employees check the radios on the diesel units to determine whether they are working and then either remove or replace them when needed.

The Board must observe that the Notice of April 20, 1983, concerning the key to the padlocks is neither unreasonable nor in violation of any terms of the Agreement. With respect to the work itself, there is unrebutted evidence that it had been accomplished uniformly over a twenty-five year period by SC&E personnel. At the same time the language of the Scope Rule is not specific in its terminology concerning radios and the work herein; it is silent with regard to the interchange of power paks.

The Board must conclude that the particular actions complained of herein did not constitute violations of the Rules. The directive with respect to the key to the padlocks clearly was not violative of the Agreement. The work was of a de minimis variety - even if only for a "few minutes" as stipulated by Carrier, and does not warrant delays in dispatching trains and an overtime call. This conclusion is reached without in any way tampering with the exclusive jurisdiction of the SC&E employees over all work relating to radios, as had been the practice for some 25 years. Our conclusion is based on the nature of the tasks and circumstances involved in this situation only. (See Second Division Awards 10651 and 7529).

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;

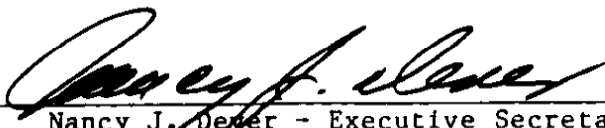
That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of November 1987.