

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rule 18 of the June 1, 1960 controlling agreement on February 25, 1976 and continuous when they refused to apply the rule to Traveling Electrician J. R. Jameson at Deville, Louisiana.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Traveling Electrician J. R. Jameson eight hours (8') at the straight time rate for February 25, 1976 and continuous for each day thereafter until the violation is corrected.
3. In addition to the money amounts claimed herein the Carrier shall pay claimant an additional amount of 6% per annum compounded annually on the anniversary date of the claim.

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 employe 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.

This Board, on review of the entire record, must conclude that there is need for further consideration of this matter on the Property.

The application of a rule such as Rule 18 - Faithful Service -

"Employes who have given long and faithful service in the employ of the company and who have become unable to handle heavy work to advantage will be given preference to such light work in their line as they are able to handle."

does not necessarily require creation of a new job, nor does it have to embrace elements of the Claimant's regularly assigned duties when he was regularly employed. To an extent, it depends upon ingenuity and constructive efforts to provide a long service employee an opportunity to be productive to the extent of his limitations.

We return this matter to the property for a reassessment of the status of the Claimant's condition, the review of possible duties and encouragement for the parties reach an agreement in the ninety (90) day period commencing with the execution of this AWARD; otherwise, the case is to be returned to this Board for further consideration and final action.

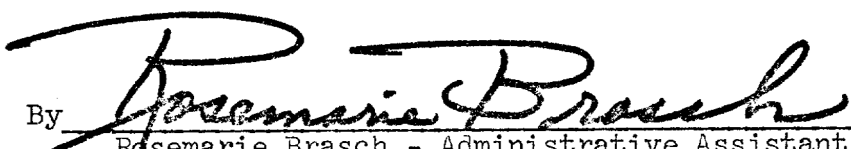
A W A R D

As set forth in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of August, 1978.