

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

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(
(Union Pacific Railroad Company (former Missouri
(Pacific Railroad Company)

STATEMENT OF CLAIM:

1. That the Missouri Pacific Railroad Company violated Rule 107 (a) of the June 1, 1960 controlling agreement Article III of the September 25, 1964 National Agreement, and the Letter of Understanding dated December 12, 1979, when Electrical Foreman Trainee A. McKnight assigned himself at approximately 1:00 a.m. to perform electricians' work on July 26, 1989, thus depriving Electrician R. M. Roe of his contractual rights under the provisions of the agreements at North Little Rock, Arkansas.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Electrician R. M. Roe four (4) hours at the straight time rate for July 26, 1989.

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 Party in Interest, the American Railway & Airway Supervisors Association were advised of the pendency of this dispute, but did not file a Submission with the Division.

The Organization claims that on July 26, 1989, a Foreman performed electrical work on Locomotive 1817 in the form of trouble shooting a "no loading" problem. The Organization further claims that the services of an Electrician should have been utilized.

The Carrier contends that the Engineer on the site already determined and reported the "no load" problem. Therefore, it claims that all the Foreman did, when he appeared on the scene, was to make a decision where the repairs would be made.

We conclude from the evidence developed on the property that the Claim must be sustained. In reaching our decision, we gave particular weight to the statement of the Electrician, which was not refuted by the Carrier. His statement reveals that the Foreman came to Locomotive 1817 because he already had sent another Electrician to work on another unit ("so he came himself"); that the Foreman spent some time on the locomotive and told the Electrician what the problem was and its possible cause; and, last, that the Foreman did not contact the Service Track to determine where the locomotive should be sent to be repaired.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 27th day of May 1992.