

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I.O.
((Electrical Workers)
(Houston Belt and Terminal Railway Company

Dispute: Claim of Employees:

1. That the Houston Belt and Terminal Railway Company violated Rules 22(a) and (b), 23 and 100 of the September 1, 1949 controlling agreement when they assigned signalman Wayne Wright to perform Communication Electricians' work on December 2 and 3, 1976, thus, depriving Communication Electrician Gray of his contractual rights to said work at Houston, Texas.
2. That, accordingly, Carrier be ordered to compensate Communication Electrician Gray eight hours (8') at the straight time rate for December 2 and 3, 1976.
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 employee or employees involved in this dispute are respectively carrier and employee 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.

We have carefully reviewed the fact specifics of petitioner's assertions within the context of pertinent agreement rules and find that while the work classification rule was perhaps violated, the exigencies of the moment required prompt remedial action.

Claimant was on duty and under pay at the time the Signalman was assigned to assist him in repairing the communications equipment. There was no other bargaining unit employee available. In fact, the only qualified communication's electrician was out on an extended illness.

Recognizing that Carrier, in this instance, was under a compelling responsibility to insure orderly and safe operations, the repair of this equipment was an immediate priority.

Since claimant was already working his assigned schedule on the two (2) days the Signalman assisted him, he did not suffer, thereby, any financial loss. We cannot, under these circumstances, award a compensatory penalty. We will deny the claim.

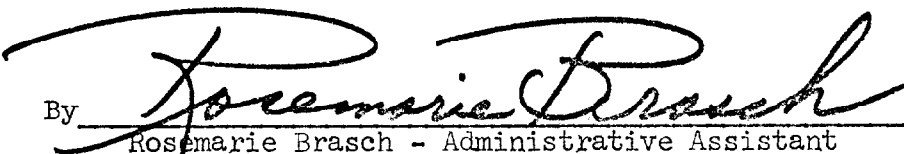
A W A R D

Claim denied.

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 6th day of December, 1978.