

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis 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 Employes:

1. That the Houston Belt and Terminal Railway Company violated Rules 22 (a) and (b), 23, 100 and 102 of the September 1, 1949 controlling agreement when Foreman G. E. Munger assigned himself from 4:00 p.m. to 5:30 p.m. to perform electricians' work Tuesday, February 28, 1978, thus, depriving Electrician R. E. Netrow of his contractual rights under the provisions of the Agreement at Houston, Texas.
2. That, accordingly, Carrier be ordered to compensate Electrician R. E. Netrow two hours and forty minutes (2'40") at the overtime rate for February 28, 1978.
3. In addition to 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.

It is the Organization's contention that Carrier violated its agreement when a Foreman operated an overhead crane for one hour and thirty minutes in lieu of assigning an Electrician to that task. There have been at least two previous disputes on this property involving the operation of electric traveling cranes and about which craft this work belongs. The most recent decision (Public Law Board No. 1476) clearly establishes that the operation of the electric traveling crane on this property belongs to the Electricians. This Board is in full agreement with the opinion and analysis of Public Law Board Award No. 1476 on this issue and we so find in this case.

From the record before us, it is clear that Foreman Munger did assign himself to Electrician's work in violation of the agreement, when he chose to operate the electric crane in lieu of assigning an Electrician to the task.

There is no showing in the record that an emergency existed, that Electricians were unavailable for the assignment, or that the incidental work rule in any way applied in this situation. We shall sustain the claim, but without payment of interest, as we have consistently held.

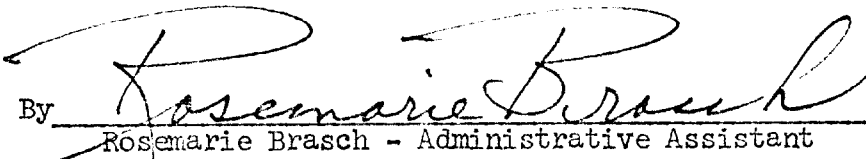
A W A R D

Claim sustained without interest.

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 5th day of September, 1979.