

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: (International Brotherhood of 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), 100, and 102 of the September 1, 1949 controlling agreement, and, Article III of the September 25, 1964 Agreement when they assigned Carman S. L. Lamont from 4:30 p.m. to 6:00 p.m. to operate the overhead electric traveling crane on Thursday, October 4, 1979, thereby depriving Electrician O. A. Wooldridge of his contractual rights to said work under the provisions of the Agreements at Houston, Texas.
2. That, accordingly, Carrier be ordered to compensate Electrician O. A. Wooldridge two hours and forty minutes (2'40") at the overtime rate for Thursday, October 4, 1979.
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 employees 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.

On October 4, 1979, a Carman and an Electrician worked together to remove eight batteries from a diesel engine. The carman operated the overhead electrical traveling crane while the Electrician worked on the engine. The work took one and one-half hours from 4:30 p.m. to 6:00 p.m.

The Organization filed a claim contending that the operation of the crane is work reserved to Electricians and that, as such, an Electrician should have been assigned the work rather than a Carman. It requests two hours and 40 minutes at the overtime rate as compensation for Electrician O. A. Wooldridge who has been designated as Claimant in this case.

Carrier denies the claim on the basis that operation of the crane is not the exclusive work of Electricians and that the Electrician assigned to battery changing operation could have operated the crane if he wanted to. He chose instead to allow the Carman to do so. Therefore, no claim should have been filed.

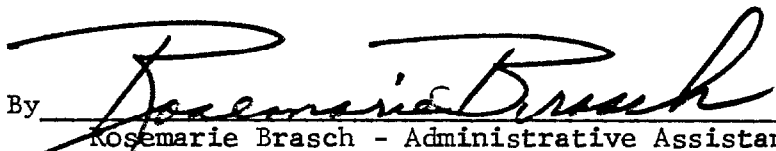
After a review of the record of this case, Award No. 1 of Public Law Board No. 1476, and Second Division Award No. 8078, this Board must sustain the instant claim. Award No. 1 of PLB 1476 and Second Division Award No. 8078 involving this Carrier and this Organization have settled the issue of the right of Electricians to operate the electrical traveling crane in Carrier's Houston shop. We see no basis in the record of this case to decide contrary to those awards. We shall sustain the instant claim, but without payment of interest, as we have consistently held.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of September, 1982.