

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 3, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Kansas City Terminal Railway Company

Dispute: Claim of Employees:

1. That the Kansas City Terminal Railway Company violated Rule 19, 20, 21 and 67 of the July 1, 1936 controlling agreement; Article III of the September 25, 1964 Agreement when Assistant General Foreman Edwards assigned himself to perform electricians' work on July 13, 1975, thus depriving Electrician C. W. Connor of his contractual rights to said work at Kansas City, Missouri.
2. That accordingly, Carrier be ordered to compensate Electrician C. W. Connor two hours and forty minutes (2'40") at the time and one-half rate for July 13, 1975.
3. In addition to the money amounts claimed herein, Carrier be ordered to pay interest on the principal amount claimed, computed at the rate of 6% per annum and compounded annually from the anniversary date of this 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.

On July 13, 1975, Assistant General Foreman Edwards performed the work of flushing and charging of storage batteries at Kansas City, Missouri. The Organization alleges that the work in question is reserved to them by agreement and that the carrier's action of permitting Asst. Foreman Edwards to perform the work was in violation of said agreement.

The Classification of Work rule is rule 67 which reads as follows:

"Electricians' work, including regular and helper apprentices, shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, including steam and electric locomotives, passenger train equipment; winding armatures, fields, magnet coils, rotors, transformers and starting compensators, and all other work generally recognized as electricians' work."

Maintaining and inspecting of storage batteries is specifically covered by the rule. Under the agreement an electrician should have been called to perform the work of his craft.

The Organization has properly objected to the carrier's attempt to make its case for the first time in its submission to this Board. It is well established that issues and evidence cannot for the first time be included at the time of submission.

We will sustain the claim without interest. We are unable to find contractual support for the interest portion of the claim.

A W A R D

Claim sustained in accordance with above Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of February, 1978.