

The Second Division consisted of the regular members and in addition Referee Theodore H. O'Brien 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 Rules 19, 20, 21 and 67 of the July 1, 1936 controlling agreement; Article III of the September 25, 1964 Agreement when General Foreman Pruitt, Foreman C. Hayes and Foreman M. States assigned themselves to perform electricians' work on September 23, 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 forth minutes (2'40") at the time and one-half rate for September 23, 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.

The Claimant is employed by the Kansas City Terminal Railway Company as an electrician in the Mechanical Department at Kansas City, Missouri, with an assigned work week of Monday through Friday on the 8:00 A.M. to 4:00 P.M. shift. At approximately 9:30 P.M. on Thursday, September 23, 1975, it was reported to the General Foreman that engine No. 71 would not move under its own power. The engine was moved to the Mechanical Yard where it was inspected by the General Foreman and the Foreman. However, it was not until

sometime after 11:00 P.M., when Foreman States came on duty and determined that the problem was a faulty wheel slip relay, that repairs were made and engine No. 71 was released for service.

It is the Organization's position that the regularly assigned electricians (mechanics) perform the work involved in the instant dispute exclusively throughout their regular assignment and did so during overtime hours until the time of the dispute at hand. The Organization asserts that the fact that Claimant was not on duty, since he worked the 8:00 A.M. to 4:00 P.M. shift, does not give the Carrier the right to deprive employes, employed at this point, of overtime that might have accrued them if they had been used to perform the work in question.

A thorough review of the record before us discloses that the work in dispute belongs to employes of the electrical craft as set forth in the Electrical Workers' Classification of Work Rule 67 of the controlling Agreement. The General Foreman and the two Foremen, involved in the instant dispute, performed electricians' work on September 23, 1975, thus depriving the Claimant of his contractual rights to said work. Furthermore, no competent evidence has been presented to support the Carrier's assertion that it has been the practice for the Foreman to perform work, such as we have before us in the instant dispute, whenever an Electrical Worker is not present.

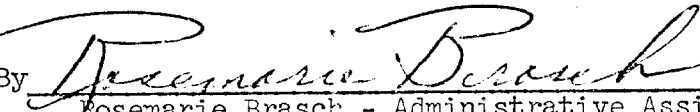
It has been clearly established that the work in dispute belongs to the Electrical Workers. The Claimant had a contractual right to the work which a Foreman performed. Accordingly, the claim shall be sustained for two hours and forty minutes (2'40") at the time and one-half rate for September 23, 1975. However, the claim for interest is denied for lack of contract rule support.

A W A R D

Claim sustained per Findings.

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 9th day of May, 1978.