

Award No. 3789
Docket No. 3566
2-CRI&P-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

"1 — That under the current agreement the Carrier improperly contracted out the rewinding of six traction motor armatures on June 11, 1957, to be performed by employes of contractors not subject to the Current agreement.

2 — That, accordingly, the Carrier be ordered to compensate the Claimants who were assigned to this class of work, at penalty rate, for the number of hours required to perform the above mentioned work according to electric shop records."

EMPLOYEES' STATEMENT OF FACTS: The Chicago, Rock Island & Pacific Railroad Company, hereinafter referred to as the carrier, employes regular assigned forces in their electrical repair shop at Silvis, Illinois, to perform, among other duties, the work set out in Part 1 of the claim above.

The carrier sent six traction motor armatures to National Coil Company for rewinding and received six rewound armatures in return.

This dispute has been handled with all carrier officials designated to handle such disputes, all of whom have declined to make adjustments satisfactory to the employes. The agreement effective October 16, 1948 as subsequently amended is controlling.

POSITION OF EMPLOYEES: It is submitted that the foregoing statement of dispute is adequately supported by the terms of the aforementioned controlling agreement made in good faith between the Carrier and System Federation No. 6 in pursuance of the amended Railway Labor Act, because:

1. The work covered in the above statement of claim and the statement of facts is expressly impanelled in the electricians special rules 101, 103, 104 and 106.

that, even if claim had merit, which we deny, there is no showing of loss or damage to any individual by name. It is also our position, as upheld by this and other Divisions of the Adjustment Board, that there can be no penalty, much less at time and one-half rate, for work not performed.

This same question and same type of case from this property has been before your Board on previous occasions for hearing in Awards 3228, 3229, 3230, 3231, 3232 and 3233 (Referee Ferguson) and 3269 (Referee Hornbeck), all of which were rendered in favor of this carrier. Further, Awards 2377, 2922, 3158, 3184 and 3185 have also upheld carriers in similar cases.

On basis of the facts and circumstances recited in the foregoing, we contend there was no violation of the employes' agreement.

We respectfully request your Board to deny 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.

This claim is between the same parties and involves the same agreement and similar facts as considered in Award 3788, so like award should follow.

AWARD

Claim returned to the property for further showing as required in Award 3788.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1961.