

Award No. 4643
Docket No. 4593
2-CMS tP&P-EW-'65

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the controlling agreement when it contracted the work of repairing and rewinding of a G. E. Type 750 traction motor armature to the General Electric Service Shop at Chicago, Illinois on or about April 6, 1962.

2. That accordingly the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, be ordered to additionally compensate Electrician H. Kemp in the amount of one hundred sixty four (164) hours at his applicable straight time hourly rate of \$2.854, the estimated time required to perform the work in question.

EMPLOYEES' STATEMENT OF FACTS: That on April 6, 1962, the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, hereinafter referred to as the carrier, shipped one (1) G. E. Type 750 traction motor armature, from their shop at Deer Lodge, Montana, to the General Electric Service Shop, at Chicago, Illinois, to be repaired and rewound, This armature was returned to the shop at Deer Lodge, on July 25, 1962, and installed in motor casing on August 7, 1962.

Prior to this dispute, the work in question has always been performed in the carrier's shop, at Deer Lodge. Electrician H. Kemp, hereinafter-referred to as the claimant, is regularly employed as an electrician at this shop. He is qualified to perform the duties of repairing and rewinding armatures, and was available to perform this work.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier, and all have declined to make a satisfactory settlement.

The agreement effective September 1, 1949, as subsequently amended is controlling.

"Part 2 of the claim falls for lack of evidence. It is apparent from the record that Claimant suffered no monetary loss."

The carrier submits that it is readily apparent that by the instant claims the employes are attempting to secure through the medium of a board award in the instant case something which they do not now have under the rules and in this regard we would point out that it has been conclusively held by the Second Division, as well as by the other three divisions and the various Special Boards of Adjustment, that your board is not empowered to write new rules or to write new provisions into existing rules.

In view of the foregoing the carrier submits that the instant claim is not supported by schedule rules or past practice and the Carrier respectfully requests that the claim be denied.

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.

Disposition of this claim is governed by the findings in our Award No. 4642

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice-Chairman

Dated at Chicago, Illinois, this 19th day of February, 1965.