

Award No. 4642
Docket No. 4592
2-CMS t P & 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 March 29, 1962.

2. That accordingly the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, be ordered to additionally compensate Electrician P. J. Healy 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 March 29, 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 2, 1962, and installed in motor casing on July 12, 1962.

Prior to this dispute, the work in question has always been performed in the carrier's shop, at Deer Lodge. Electrician P. J. Healy, 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.

POSITION OF EMPLOYEES: It is the position of the employees that the

"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 employees 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 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.

The Employees contend that Rules 53 and 71 prohibit the Carrier from contracting out work. These rules allocate work among the employees of the Carrier. They do not prohibit contracting out work except to the extent that these rules and the seniority rules may be interpreted to oblige the Carrier to exercise such managerial right reasonably and without substantial damage to its employees thereunder.

Here there is no evidence that this contracting of work caused any employe to be furloughed. The Carrier has shown that there were an unusual number of armatures out of service for rewinding due to exceptionally inclement winter weather, that coils required must be manufactured to order, and that the General Electric Service Shop, which had two of such coils, would make its coils available only on a contract for armature rewinding, so it decided that such contracting was necessary to protect its operations.

Under these circumstances it is not possible to find that the Carrier acted unreasonably in contracting this work out.

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.