

Award No. 3720
Docket No. 3482
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 the award was rendered.

PARTIES TO DISPUTE:

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

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the provisions of the current agreement were violated and the employes named below were unjustly damaged when the Carrier contracted out the work of rewinding twenty-nine (29) traction motor armatures to outside concerns whose employes are not covered by the current agreement, during the period of February 28, 1958, to and including April 15, 1958.

2. That the following employes, who were reduced from electricians' positions to electrician helpers' position, be compensated for the difference in rate of pay between the electricians' rate and the electrician helpers' rate, until such time as they are again upgraded to electricians positions:

Arnold O. Anderson	Warren J. Lindberg
Robert M. Feller	Gary E. Hendren
William H. Sims	John B. Rose

3. That the following electrician helpers, who were furloughed, be compensated at the electrician helpers rate of pay for all time lost since their furlough until they are restored to service:

James R. Morrow	Adolph C. DeFauw, Jr.	Clarence H. Klick
Paul E. Nelson	Marshall M. Marner	Ralph E. Tobias
Albert L. Marner	James A. Peters	Tommy W. Giese
Robert C. Schultz	Gerald C. Douglas	Thomas J. Mills
Rodger D. McKee	Dean A. Carter	Donald H. Smeltzer
Robert D. Barnes	William Y. Stottler	Frederick L. Waldbusser

EMPLOYEES' STATEMENT OF FACTS: Prior to the inception of this claim the Chicago, Rock Island & Pacific Railroad Company, hereinafter referred to as the carrier, employed a group of electrical workers at their Silvis, Illinois shops, including those named in the above claim and hereinafter referred to as claimants, who were assigned to the work of rewinding and repairing armatures and fields of electric motors and generators and other work of rewinding and repairing armatures.

This type of work had been performed in the Silvis Shop for many years and the shop is fully equipped to handle this type of work. The employees assigned to perform this type of work were fully qualified to perform the work or rewinding and repairing armatures.

On or about February 28, 1958, the carrier contracted out the work of rewinding and/or repairing twenty-nine (29) armatures for Diesel-Electric locomotive traction motors. These armatures were sent to the National Coil Company and the Electro-Motive Corporation.

Prior to contracting out the armature work, the carrier abolished some of the electricians' positions occupied by claimants with the result that they were down-graded to helpers. To make room for these claimants to work as helpers, the carrier furloughed a number of claimants who had been working as helpers.

Shortly after contracting out the armature rewind work, the carrier made further reductions in the same manner as outlined above.

Due to the above action of the carrier, it was necessary to assign electricians, who were formerly on armature winding work, to work formerly performed by the claimants, and as a result thereof, the carrier no longer has any electricians assigned to armature winding.

This dispute was handled with all carrier officials designated to handle such matters, all of whom declined to make satisfactory adjustment.

The agreement, effective October 16, 1948, as amended, is controlling.

POSITION OF EMPLOYES: It is submitted that the foregoing facts support the employees' contention that the claim is valid on the basis of the scope rule; Rule 101 electricians classification; Rule 103, electrical workers apprentices; Rule 104, electrical worker helpers; and Rule 106, helper apprentices, of the controlling agreement, made in good faith between the carrier and System Federation No. 6 pursuant to the Railway Labor Act as Amended, because:

1. The work covered in the above statement of claim and the statement of facts is expressly covered in the scope rule, electricians' special Rules 101, 103, 104 and 106 of said agreement.

2. The shop facilities of the carrier at Silvis are abundantly sufficient to handle the work in question properly and expeditiously and in an outstanding mechanical manner. There are sufficient electrical workers actively employed and on furlough to handle all of the work contracted out, in addition to the other electrical work being performed at the Silvis Shops.

The foregoing acts of the carrier are manifestly tantamount to abrogating, at its will, each and all of the above-mentioned rules of the aforesaid

as quickly as possible. The only party having the responsibility of making a decision as to whether such handling is necessary or not must rest with management.

Claimant A. O. Anderson, listed in Item 2 of employees' claim was not reduced to helper during the period involved — he continued to work as electrician to April 5, 1958, and Claimant W. H. Sims continued as electrician to March 12, 1958. The other employees named in Item 2 were actually set back to helpers under the upgrading agreement on January 6, 1958, long before the period covered by this claim. Therefore, they were not injured as result of this case. In fact, none of these employees hold seniority as electrician mechanics.

We also desire to call the Board's attention to the fact that all claimants listed in Item 3 of the employees' claim, with exception of James R. Morrow, Paul E. Nelson and Albert L. Marner, were cut off in a reduction in force long before the period mentioned in this claim and hence the instant case had nothing whatever to do with the fact these men were cut off. They were cut off as follows:

"A. C. DeFauw	—	Jan. 4, 1958
M. M. Marner	—	Jan. 4, 1958
Jas. A. Peters	—	Nov. 8, 1957
Gerald C. Douglas	—	Jan. 4, 1958
Dean A. Carter	—	Oct. 30, 1957
W. Y. Stottler	—	Oct. 30, 1957
C. H. Klick	—	Oct. 30, 1957
R. E. Tobias	—	Oct. 30, 1957
T. W. Giese	—	Jan. 4, 1958
T. J. Mills	—	Jan. 4, 1958
D. H. Smeltzer	—	Oct. 24, 1957
F. L. Waldbusser	—	Oct. 24, 1957"

None of these claimants, of course, held seniority as electricians. They, therefore, were not injured as to seniority in this instant case. In this connection, we respectfully refer your Board to the following decisions:

Awards 5186, 6833, 6828, 6803, 6802, 6759, 6757, 6625, 6623 and 6462 of the Third Division. Also Awards 3651 and 3659 of the same Board. Awards 15865, 10350, 12743, 12822, 12836, 12837, 14099, 14997, and 16137 of the First Division, as well as Award 1638 of the Second Division, as well as Republic Steel Corporation V Labor Board 311 U. S. 7, of the Supreme Court.

We submit that, under the circumstances in this docket, there was no violation of the employees' agreement and we respectfully request denial of the 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 were given due notice of hearing thereon.

The employes assert that formerly carrier employed a group of electrical workers at its Silvis shops, including claimants, who were assigned to the work of rewinding and repairing armatures and other work as directed; that this type of work had been performed there for many years; that the shop was fully equipped to handle that work and the employes fully qualified to perform it; that about February 28, 1958 carrier contracted out the work of rewinding and repairing twenty nine armatures for diesel-electric locomotive traction motors to National Coil Company and Electro-Motive Corporation, and that prior to so contracting out the work carrier abolished some electricians' positions down-grading some claimants to helpers and furloughed other claimants, with the result that carrier no longer had any electricians assigned to armature winding.

Carrier in its submission makes no denial of contracting out said work but "after thorough investigation" states that during the period named it found it necessary to send the 29 traction motor armatures to the companies named to be rewound due of an overflow of defective motors and force of electricians not sufficient to make repairs, because of which it was deemed necessary to make use of an outside concern to have these armatures rewound on a warranty basis and returned to the property as quickly as possible.

In carrier's written Statement at Hearing, it makes a flatly contradictory statement of facts and states that these were worn-out armatures which the carrier did not consider it consistent to continue to repair or rebuild; that they were sent to the factories on a unit exchange basis for rebuilt armatures and it was only co-incidental that certain of the rebuilt armatures received from the factories' pools were formerly on this carrier's property.

Absent showing of error, carrier is bound by the factual statements against interest in its submission. It does not deny that the rewinding of motors comes within the scope of the Electrical Workers' Agreement and it can hardly be taken seriously in asserting that claimants suffered no loss because they had been down-graded or furloughed prior to the contracting out of their work. If, as asserted by carrier, its force of electricians was not sufficient to do the rewinding and repair work required, it was obligated to make all reasonable efforts to augment its electrical forces so as to make possible its performance by them before contracting out the work. This was not done and we find that claimants should be compensated for loss suffered thereby to be determined on the basis of the number of hours required by the employes of the contracting companies to perform the work, to be apportioned among claimants as determined by the petitioning organization.

AWARD

Claim No. 1 sustained. Claims No. 2 and 3 sustained to the extent indicated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1961.