

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12965
Docket No. 12775
95-2-93-2-146

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

PARTIES TO DISPUTE: (International Association of Machinists
(and Aerospace Workers
(Southern Pacific Transportation Company
((Western Lines)

STATEMENT OF CLAIM:

"That, on January 23 [s/b 28], 1988, the Carrier subcontracted out a 1984 Chevy 70-Unit No. 20107-RD to F. B. Hart Company for repairs as noted in Employee's Exhibits B-1, B-2 and B-3, thereby depriving Automotive and Works Equipment (A&WE) Machinist R. S. Jordan (hereinafter referred to as Claimant) from work that is contractually his.

That, Rule 40 of the Controlling Agreement as well as the Article II, Sections 1 and 2 of the Agreement dated September 25, 1964, have been violated.

That, accordingly, the Carrier be ordered to compensate Claimant an amount equal to the time it took to complete repairs (labor cost: \$567.00)."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

In January 1988, the Carrier contracted out the repairs to a company truck #20107RD. The total cost of the repairs was \$1,069.87 including sales tax. The labor portion of the bill was \$567.00 for 12.6 hours.

On March 17, 1988, the Organization filed a claim alleging the Carrier violated the September 25, 1964 Agreement when it sent Chevy truck #20107RD to F.B. Hart Company for repairs.

There is no dispute that Carrier employees normally perform repair work on company vehicles. There is also no dispute that the Carrier did not give advance notice of the contracting out of the repairs. During the handling of the Claim on the property, the Carrier offered to pay the Claimant 10% of the labor costs of \$567.00 or \$56.70. The Organization rejected the offer.

Article VI Section 14 of the September 25, 1964 Agreement spells out the remedy for violations of the Subcontracting provision of the Agreement. If there is a wage loss because of alleged violation, the remedy is to make the employees whole. In this case, the Claimant suffered no wage loss. If there is a violation of the advance notice requirement the remedy is 10% of the billed man hours times the hourly rate of the employees who would have done the work. In this case, the billed man hours were 12.6 hours. Ten percent of those hours is 1.26 hours.

However, inasmuch as the Carrier has offered the Claimant \$56.70 in this case, the Board will sustain the Claim and award the Claimant the \$56.70. This decision is based on the facts and circumstances in this case and has no precedential value to the interpretation of the September 25, 1964 Agreement.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 1st day of November 1995.