

Award No. 3788
Docket No. 3565
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 EMPLOYES'
DEPARTMENT, A. F. L.-C. I. O. (Electrical Workers)

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: "1. That under the current agreement the Carrier improperly contracted out the rewinding of four traction motor armatures and one 7.5 Horse Power alternating current motor during the period of Apr. 15 to and including Apr. 26, 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."

EMPLOYES' 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 four (4) traction motor armatures to National Coil Company for rewinding and received four (4) rewound armatures in return.

One 220/440 volt, 3 phase, 60 cycle 7.5 Horse Power motor to Torance Electric Company, Rock Island, Illinois, to be rewound and received the same motor in return — rewound.

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 EMPLOYES: 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:

We submit, again, without relinquishing our position as above, that the names of claimants not being furnished or a matter of record in this case, that, even if claim had merit, which we deny, there is no showing of loss or damage to any individual by name.

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 employees' 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 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 were given due notice of hearing thereon.

This claim is one of at least eleven claims between the same parties and apparently involving similar procedure by carrier in sending out traction motor armatures for rewinding or rebuilding or exchange to National Coil Company or General Electric Company over the period from February 14, 1957 to January 2, 1958.

The first of these claims to be considered, which was allowed in Award 3457 of this Division, involved armatures sent out in November and December, 1957. Carrier in denial of that claim made no denial of contracting out the work but stated that during that period it found it necessary to send the armatures out to those companies to be rewound due to an overflow of defective motors and force of electricians not sufficient to make repairs.

The second, which was allowed in Award 3720, involved armatures sent out to said companies between February 28 and April 15, 1958. In its first submission therein carrier made like statement as in the other case that the rewinding was contracted out due to an overflow of defective motors and force of electricians not sufficient to make repairs, but in rebuttal carrier asserted that the armatures sent out were worn-out armatures which carrier did not consider it consistent to repair or rebuild; that they were sent to the factories on a unit exchange basis for rebuilt armatures; that claimants had not the know-how or equipment to perform such work, and that it was only co-incidental if certain of the rebuilt armatures had formerly been on carrier's property.

In its submissions in the nine cases subsequently being considered, whether arising from sending out armatures to said companies before or between or after the times involved in the cases previously considered in awards 3457 and 3720, carrier has denied that the armatures were sent out to be rewound and

stated that they were worn out armatures sent out on a unit exchange basis as stated in the rebuttal in the second case above noted.

In view of the apparent similarity of situations and changing contentions of carrier we think this claim should be returned to the property with opportunity, within 90 days, to show by written contract or correspondence or otherwise the actual agreement under which these armatures were sent out to the companies and the nature and extent of the work that was performed on them.

AWARD

Claim returned to the property for further showing as per findings.

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.