Award No. 4548
Docket No. 4512
2-SP(PL)-MA-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee P. M. Williams when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. - C. I. O. (Machinists)

SOUTHERN PACIFIC COMPANY (Pacific Lines)

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the Carrier's arbitrary unauthorized contracting-out the work of reconditioning and repairing of seven (7) traction motors and all machinists work in connection therewith, consisting of welding traction motor frames, motor support bearing cap assemblies, pinion end bearing and commutator end bearing bores, including machining required to bring back to standard dimensions, to an outside firm identified as Electro Motive Division, General Motors Corporation, Emeryville, California, during the period April 9-May 9, 1962, was improper, in violation of the collective bargaining contract.

2. That accordingly, the Carrier be ordered to additionally compensate Machinist Welders J. Pasquetti and T. F. Bartucco, including Machinists T. L. Pilgrim and I. J. Honeychurch for 70 hours compensation at their hourly pro rata rate, each, and in addition thereto additionally compensate Machinists H. F. Demars and W. T. Schroeder in the amount of twenty-eight (28) hours compensation each at their pro rata rate, (all of above named machinists hereinafter referred to as claimants), account Carrier depriving claimants and other machinists subject to all terms of the parties contract the right to perform work coming within the scope of said contract, when the work referred to hereinabove was contracted to by the Carrier, and was performed by employes of above named firm, who are not subject to any provisions of the controlling negotiated agreement.

EMPLOYES' STATEMENT OF FACTS: The following repaired traction motors and frames were sent from shops to stores department where they were shipped to the Electro Motive Division, General Motors Corporation plant at 5521 Doyle Street, Emeryville, California on an alleged conversion basis in cases stated, from Model D-27-B to Model D-47-B:

Petitioner contends that carrier improperly contracted out the rebuilding and repairing of the worn-out traction motors involved, which it turned over to the manufacturer. Carrier has established herein that it did not contract out the rebuilding of those motors to the manufacturer for subsequentt use on the carrier's property but disposed of those motors in their entirety and in so doing legal title to those motors passed to the manufacturer. No provision of the current agreement requires the carrier to repair any particular equipment nor is carrier restricted in the matter of discarding and disposing of unserviceable equipment instead of repairing it. The fact that the employes of EMD rebuilt the exchange traction motors involved in this case is immaterial because any work performed thereon was not covered by the current agreement. That work was assigned by the manufacturer to their employes after they had become the owners thereof. Carrier had no voice in or control over such assignment.

The agreement between the carrier and the manufacturer constituted a purchase of certain newly rebuilt and upgraded traction motors by the carrier for which it received credit by trading in a number of components and worn-out motors. The current agreement does not extend to a transaction of that nature.

Carrier has clearly demonstrated hereinabove that under all of the circumstances involved in this case petitioner's unsupported assertion that the exchange of the worn-out traction motors here involved on a unit exchange basis was nothing more than a "farm-out of work" designed to evade the carrier's contractual obligation under the current agreement, is entirely without merit.

The division has heretofore recognized that in the absence of a showing that a carrier has bargained away its inherent right to purchase diesel traction motors on a unit exchange basis, that this practice is not in contravention of the rules of the working agreement.

CONCLUSION: Carrier asserts the instant claim is entirely lacking in agreement or other support and requests that it 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 were given due notice of hearing thereon.

The Claimants herein are six employes from the Carrier's Sacramento, California Shops—4 are machinists and 2 are machinist welders. These men allege that the Carrier violated the applicable agreement when it contracted-out work which they state they should have performed.

The period involved was April 9-May 9, 1962. The work involved, the employes allege, was reconditioning and repairing seven traction motors. It is not disputed that the work was performed by Electro Motive Division, General Motors Corporation, Emeryville, California.

The small amount of probative proof offered in this record tends to support the Carrier's position that the traction motors were sent to Electro Motive Division on a unit exchange basis and not for reconditioning and repairing as claimed by the employes. We must find that the employes have failed to prove their claims. Consequently, those claims must be denied.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of July, 1964.