

Award No. 15333
Docket No. MW-13115

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it assigned the work of repairing tracks, rollers, idlers, sprockets and shafts of Crawler Tractors to the Carlton Caterpillar Tractor Dealer in Savannah, Georgia.

(2) That the senior furloughed mechanic and the senior furloughed mechanic helper be allowed pay at their respective straight-time rates for an equal number of hours as was consumed by outside forces in making the repairs referred to in Part (1) of this claim.

EMPLOYES' STATEMENT OF FACTS: The factual situation involved in this case was fully described in a letter reading:

"December 2, 1960

Mr. R. W. Tanning, Shop Superintendent
Atlantic Coast Line Railroad Company
Waycross, Georgia

Dear Sir:

Under date of November 21, 1960, I have a complaint from Group 14 employes that a considerable amount of repair work to tracks, rollers, idlers, sprockets, and shafts of Crawler Tractors has been shipped to the Carlton Caterpillar Tractor Dealer in Savannah, Georgia for welding and repairs, leaving Waycross Shop on November 19, 1960. According to information in my office this work involves the following items:

8 Bottom Rollers for T. D. 9, International Crawler Tractor; 10 Bottom Rollers, 1 set of tracks (2), 2 front idlers, and 2 sprockets for T. D. 14-A, International Crawler Tractor; 8 bottom rollers, 2 front idlers, and 2 sprockets for D-4 Caterpillar Crawler Tractor; 24 bottom rollers, 8 top rollers and

Section 1(a) of Rule 11 of the current agreement reads:

"All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances."

The claimant in this case has never been named in any of the correspondence or in any of the conferences during the handling on the property. This fact was called to the General Chairman's attention in letter of March 17, 1961, to him declining the claim. Copy of that letter is attached as Carrier's Exhibit E.

(Exhibits not reproduced.)

OPINION OF BOARD: Employes filed a claim under date of December 2, 1960, that Carrier in violation of Rule 13 of the Agreement between the parties had on November 19, 1960 contracted out certain specified items of repair of Crawler Tractors. According to the record before us, nowhere on the property did Carrier deny that it had contracted out this repair work. In his letter to the General Chairman finally denying the claim on the property, Carrier's Assistant Vice President asserts that the work was repair work and that it was contracted out. Carrier's argument that transaction involved was in fact not contracted out repair work, but "unit exchange" transactions is made for the first time in its Ex Parte Submission, too late for the discussion on the property contemplated in the Act. This award will not deal with this case as involving the "unit exchange" issue, and our ruling does not purport to decide that issue one way or the other. The issues we shall deal with are those joined on the property; they are made clear in the aforementioned letter of Mr. Baker:

"Referring to our conference March 15 in connection with claim in favor of Group 14 employes for certain work performed by the Carlton Caterpillar dealer in Savannah, Georgia:

"As I advised you, Coast Line does not have the machinery for making such repairs and for that reason it was necessary to contract this work. As I also advised you, the cost of such machinery approximates \$13,000, and we cannot justify an expenditure of this amount for the small amount of this type work we have. Additionally, you were advised that as no claimant was named in this instance, the claim is without merit and is declined."

The pertinent portion of Rule 13 reads:

"This agreement requires that all maintenance work in the Maintenance of Way and Structures Department is to be performed by employes subject to this agreement except it is recognized that, in specific

instances, certain work that is to be performed requires special skills not possessed by the employees and the use of special equipment not owned by or available to the Carrier. In such instances, the Chief Engineer and the General Chairman will confer and reach an understanding setting forth the conditions under which the work will be carried out."

Carrier's argument that the claim is fatally defective because it fails to name the Claimants is without merit. We have consistently held that identifying claimants by name is not essential, and that if the claim supplies information on the basis of which names of the claimants can be readily found from Carrier records, such identification is adequate to make the claim viable in that respect. Claimants here identified as "the senior furloughed mechanic and the senior furloughed mechanic helper" are adequately identified.

We found in Award 13461, involving the same parties and before the same Referee, that in contracting out repair work on Crawler Tractors without prior conference and negotiations with Employees, Carrier violated Rule 13. On the facts in this record, this case does not differ basically from that one with regard to the repair work on Crawler Tractors, and we arrive at the same conclusion we did in that case.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier violated the Agreement.

AWARD

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of February 1967.

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