S.B.A. No. 570
Case No. 65
Award No. 44

SHOP CRAFTS SPECIAL BOARD OF ADJUSTMENT NO. 570

ESTABLISHED UNDER

AGREEMENT OF SEPTEMBER 25, 1964

Chicago, Illinois - July 10, 1967

PARTIES TO DISPUTE: System Federation No. 95
Railway Employees' Department
A.F.L. - C.I.O. - Machinists
and
Chicago, Burlington and Quincy Railroad Company

STATEMENT OF CLAIM: That the Chicago, Burlington and Quincy Railroad Company violated Article II of the September 25, 1964 Agreement when it sent three pieces of roadway equipment, namely, Track Liner No. 499, Tamper Jack No. 805 and Track Maintainer No. 861 off its' property to the Railroad Machinery Service Corporation, St. Louis, Missouri, for repairs.

FINDINGS: The unequivocal statement in Memo of Understanding dated January 7, 1965 that disputes arising under Articles I and II of the Agreement dated September 25, 1964, are not subject to the standard time limit rule serves to summarily repudiate the carrier's assertion that the instant claim is outlawed by Rule 30 (c) of the CB&Q Shop Crafts Schedule.

Proceeding to a consideration of the merits, there is no clear and convincing showing that the repair and overhaul of the three roadway equipment machines involved in this case could not feasibly been dovetailed into the programmed work load at Havelock without delay to the completion of these or other machines beyond April 1, 1966.

Considering that the major overhaul or repair was performed at Havelock during the winter of 1963-1964 on 52 pieces of equipment in the category of track liners, tamper jacks and track maintainers, and 41 pieces were similarly serviced at this facility in the winter of 1964-1965, it is reasonable to expect that the evidence would reveal how many roadway equipment machines were repaired or

overhauled at Havelock during the period involved in this claim, i.e. the winter of 1965-1966. Then too, other relevant data should have been furnished tending to prove that the handling of these three additional machines would mean that "(4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property." Something more is required than the bare assertion that, "the required time for completion of the work cannot be met with the skills, personnel or equipment available on the property;" to justify sub-contracting on the authority of Criteria (4), Article II, Section 1 of the Agreement of September 25, 1964. The failure to disclose such basic data is a violation of said Article II.

Under the language of Article VI, Section 14 of said Agreement, the circumstance that the named claimants employed at the Havelock Shop, Lincoln, Nebraska worked full-time and did not suffer any wage loss during the period the work was performed by the sub-contractor, stands to prevent the directiong of a monetary recovery.

Apart from other considerations, the failure of the four remaining named claimants (i.e. machinist apprentices on furlough from the Aurora, Illinois Shops) to notify the carrier of their readiness and availabiltiy to accept work assignments at the Havelock Shop, makes it readily apparent that they have no basis for complaint.

AWARD:

1. That in sub-contracting the repair and overhaul to Railroad Machinery Service Corporation, St. Louis, Missouri, of its Track Liner No. 499, Track Maintainer 861 and Tamper Jack No. 808, carrier violated the Agreement of September 25, 1964.

2. That the claim of machinists E. A. Forst, D. L. Hermauce, G. L. Lamphear, P. Studer, H. Wilson, G. Ilkenhons, machinists' helpers, L. M. Brock, R. Schermkau, L. J. Svitak, P. Biljsma, D. A. Schwartz and E. A. Elliott, employees at the Havelock Shops, Lincoln, Nebraska for a pro-rated share of the number of hours of the machinists' craft performed by Railroad Machinery Service Corporation is denied in accordance with the above findings.

3. That the claim of L. J. Britt, M. N. Pettit, P. W. Schindlbeck and J. J. Woodworth, Machinists' apprentices on furlough from the Aurora Shops, Aurora, Illinois, is denied in accordance with the above findings.

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Adopted at Chicago, Illinois, July 10, 1967.

Harold M. Gilden

Concurring in Pars. 2 and 3 of the Award and dissenting from Par. 1

M. E. Parks

Employee members

Carrier Members