

Award No. 3184
Docket No. 2840
2-C&NW-EW-'50

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Electrical Workers)**

CHICAGO AND NORTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That employes of the Electrical Workers' Craft on the Chicago and North Western Railway have been unjustly damaged since May 31, 1956, due to the Carrier abolishing all positions in M-1 Shop, discontinuing the repairing, rebuilding and overhauling of electrical equipment and having such work performed by those not covered by the current agreement.

2. That accordingly the Carrier be ordered to make the employes adversely affected whole since May 31, 1956, by reimbursing them for all time lost until this dispute is settled and return the above-mentioned work to the property of the Carrier.

EMPLOYEES' STATEMENT OF FACTS: Prior to June 1, 1956, the carrier maintained an electrical repair shop, designated as M-1 Shop, at Chicago, Illinois, in which the work of rewinding motors and generators was performed; also the work of repairing, rebuilding, inspecting and overhauling all types of electrical equipment sent into this shop from over the entire system. This work was performed by employes of the electrical workers' craft, hereinafter referred to as the claimants.

The above-mentioned work was performed in a building approximately 600 feet long and 125 feet wide. The building had recently been extensively remodeled, which included a new roof, new concrete floor throughout, the east wall remodeled using transparent glass brick for better lighting and fluorescent lights had been installed over the work benches.

M-1 Shop was well equipped with all the necessary machines and equipment to properly perform the work in question and much of the equip-

The carrier submits that this claim should be denied in its entirety.

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.

Until May 31, 1956 electricians employed in carrier's M-1 shop repaired, rebuilt and overhauled electrical equipment, particularly diesel electric locomotive components. Effective thereafter the carrier contracted with the manufacturers to purchase factory warranted components with agreement by the manufacturer to purchase an equal or lesser number of used components at fixed prices. Effective May 31, 1956, various positions in M-1 shop were abolished.

We have held that the agreement reserves to the employes covered thereby all of the work described therein performed by the carrier and have held that contracting out of such work was a violation of the agreement. This is not such a case. Here no electrical repair work was performed by or for the carrier. It elected not to repair certain obsolete and unserviceable equipment, but instead to sell it and to purchase factory warranted replacements. That election is not prohibited or restricted by any agreement provision.

The election reduced the amount of repair work available to the employes covered by the agreement but no provision of that agreement requires the carrier to repair any particular equipment nor restricts its right to discard and dispose of unserviceable equipment instead of repairing it.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of April, 1959.

DISSENT OF LABOR MEMBERS TO AWARD 3184

Contrary to the findings of the majority expressed in Award 3184 the work subject of this dispute has been regularly performed by the electrical worker employes subject to controlling agreement between this carrier and System Federation No. 12.

In reaching this decision the majority has based its decision upon grounds completely irreconcilable with decisions of this Division. The majority admits that:

"The carrier had sufficient equipment and adequate and competent electricians to repair or rebuild the used motors . . ."

and in an effort to justify their erroneous conclusions make the unsupported statement that:

"The practice of trading used or worn out equipment as part of the purchase price of rebuilt or new equipment is not new, in fact it is the usual custom."

Examination of the aforesaid controlling agreement discloses no exception that would authorize the majority's above unsupported statement. (See specifically Rule 115.) The fact, as urged by the carrier, that the company to which the work was contracted offered a new equipment guarantee is not a valid reason for contracting out. Such repairing and rebuilding of equipment was work which belonged to employees under their agreement. Therefore, the majority's award is clearly in error and we are constrained to dissent.

R. W. Blake

C. E. Goodlin

T. E. Losey

E. W. Wiesner

James B. Zink