

Award No. 2101
Docket No. 1933
2-BRC-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee David R. Douglass when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 130, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE BELT RAILWAY COMPANY OF CHICAGO

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the carrier improperly assigned electrical work on a Traction Motor to other than the carrier's electrical workers.
2. That accordingly the carrier be ordered to:
 - a) Desist in sending the work off the property and having the work performed by other than electricians.
 - b) Pay Electrician R. Campbell and Electrician Helper W. C. Cobb eight (8) hours at their respective time and one-half rates.

EMPLOYEES' STATEMENT OF FACTS: Mechanical Department electrical workers, R. Campbell and W. C. Cobb, hereinafter referred to as the claimants, are hourly rated employees, regularly employed by the carrier in the mechanical department, in the mechanical shop at Chicago, as Diesel locomotive electrical workers, and other electrical maintenance and construction work.

On Wednesday, April 21, 1954, the carrier shipped or caused to be shipped or removed traction motor No. 51J60 from Diesel Engine Number 475, from the carrier's Diesel repair shop in Chicago. Upon removal of this traction motor Number 51J60 from Diesel Engine Number 475 and prior to its removal from the carrier's diesel repair shop, electrical test disclosed that this traction motor was open at one of the motor's interpole, an easy repair job for the electrical forces of the carrier. However, the carrier removed or caused to be removed or shipped this traction motor Number 51J60 to an outside contractor for the needed repairs.

The agreement dated September 8, 1950, as subsequently amended, is controlling.

It is evident from the foregoing that management has not restricted itself in the operation of its diesel shop to the extent claimed by the employees. The decision on the type of repairs necessary to be made and whether or not they can be performed by our employees by the use of equipment which can be made available at an expense which can be justified by its utilization, rests with the management which alone is responsible for the operation of its business efficiently and economical as is required by law.

Rule 81, quoted below, on which the employees rely to support their contentions and claim was originally incorporated in their agreement made effective on July 1st, 1921. It remained in effect until the current agreement was signed on September 8, 1950, and was included in the current agreement without change.

"Rule 81—Classification of Work:

Electricians' work shall consist of erecting, repairing, rebuilding, installing, inspecting and maintaining electric generators, switchboards, motors and control, rheostats and control, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries and axle lighting equipment; winding armatures, telephone equipment, crane operation, fields, magnet coils, rotors, transformers and starting compensators, inside wiring in shops and buildings and on steam and electric locomotives, passenger coaches and motor cars; include cable splicers, wiremen, armature winders and all other work properly recognized as electricians' work."

Traction motors were sent out for repairs or unit exchange prior to September 8, 1950, without protest from employees who were thoroughly familiar with the carrier's actions in this respect, which indicates their concurrence therein as being in full compliance with carrier's obligation under the provisions of Rule No. 81. If this was not so, most certainly they would have requested a revision of the rule in a manner to meet their views. This they did not do, however, they now attempt to secure a revision of that rule through the Second Division, N.R.A.B., which the carrier asserts your Board is not authorized to grant. The employees claim should 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 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.

The parties to said dispute were given due notice of hearing thereon.

Following the failure of a traction motor, an inspection was made by carrier's electricians. It was found that a lead had burned off and such failure indicated that a great amount of heat had been generated in the motor which probably would have caused some internal damage. The motor had been in continuous use about 2½ years.

Inasmuch as the carrier deemed an overhaul was necessary, the traction motor was sent to Electro Motive Division of General Motors for the work in question.

The record indicates that the carrier's electricians could have replaced the burned off lead. There is evidence to the effect that several other repairs could have been performed by the carrier's electricians, but there are certain repairs and tests which the carrier asserts could not have been properly carried out on the property with the equipment and tools owned by the

carrier. While on the other hand, the organization has alleged that all of the work could have been performed by the carrier's electricians with the equipment and tools owned by the carrier or with the addition of certain equipment which cost would be nominal. The carrier's position is to the effect that to properly equip its shop with all the tools and equipment necessary to properly overhaul and test these motors would require great outlays of capital.

Clearly the work should have been performed by the claimants if what the organization has contended is correct. By the same token, the carrier's handling was proper if its contentions are correct. However, from the record before us we are unable to determine the true facts. There is such a degree of conflict as to preclude our rendering a decision either for or against either party. Feeling as we do about this matter we conclude that the only thing we can properly do, without arriving at a decision based, to a large degree, upon speculation, is to dismiss the instant claim without prejudice to either party.

AWARD

Claim dismissed per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of April, 1956.