

Award No. 2102
Docket No. 1934
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)

BELT RAILWAY COMPANY OF CHICAGO

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the carrier improperly assigned on or about February 2, 1954, Electrical Workers work to other than the carrier's Electrical Workers.

2. That accordingly, the carrier be ordered to:

a) Desist sending this work off the property to be performed by other than Electricians; and

b) Pay Electricians C. C. Perry, E. J. Ball, George Clark and Arthur Harper, Electrician Helpers Richard Bialek and P. Macklin, each one, eight (8) hours at their respective overtime rate for this wrong assignment of work in violation of the current applicable agreement.

EMPLOYEES' STATEMENT OF FACTS: Mechanical Department electrical workers, C. C. Perry, E. J. Ball, George Clark, Arthur Harper, Richard Bialek and P. Macklin, hereinafter referred to as the claimants, are all hourly rated employees, regularly employed by the carrier in the mechanical department in the carriers' Chicago shop as Diesel Electric locomotive repair electrical workers.

On Tuesday, February 2, 1954, the carrier removed or caused to be removed or shipped, electric generator Number GT-552A3, removed from Diesel Engine Number 306, from the carriers' Chicago Diesel electric locomotive repair shop, to an outside contractor or generator repair shop for repairs, which repairs were made by the contractor.

Upon removal of this electric generator Number GT-552A3, from Diesel Engine Number 306, and prior to its removal from the Chicago Diesel electric locomotive shop, same was inspected and tested and was found in need of the following maintenance and repair: under-cutting and polishing of commutator, cleaning, inspecting and repacking of armature bearings (perhaps replacing armature bearings), cleaning and minor reinsulating of armature

6241, 6274, 6291, 6339, 6448, 6449, 6456, 6579, 6580 and 6618, of the Third Division. If the restrictions claimed by the employees in local handling were contained in the agreement, the parties would most certainly have spelled them out.

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."

As was pointed out in the employees companion case, repairs of a similar nature have been made 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 this dispute were given due notice of hearing thereon.

This claim involves the same carrier and the same organization who were parties to the dispute covered by Award No. 2101 (Docket No. 1933). Here the claim arose because a traction generator, which had been in continuous use for about 12 years, was sent to the Electro Motive Division of General Motors for overhaul.

For the reasons we stated in Award No. 2101 (Docket No. 1933) we feel that the instant case must likewise be dismissed without prejudice.

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.