

Award No. 2188

Docket No. 1961

2-L&N-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

(1) That employes of the Electrical Workers' Craft at Louisville, Kentucky were unjustly damaged when their work on diesel traction motors was performed by employes of a contractor not subject to the current agreement applicable to them.

(2) That accordingly the Carrier be ordered to additionally compensate all electricians whose names appear on the Traction Motor Overtime Board, by equally dividing the Amount of \$300.00 per motor among them.

EMPLOYES' STATEMENT OF FACTS: At Louisville, Kentucky, the Louisville and Nashville Railroad Company (hereinafter referred to as the carrier) maintains a shop whereat they have performed traction motor repairs since on or about 1938, which is confirmed by Exhibit A, until about December 10, 1952, when they began sending four traction motors out to be repaired by the General Motors Corporation whose employes made such repairs and four repaired traction motors were returned to the carrier each week until 160 traction motors were repaired. Statements submitted herewith and identified as Exhibits B and B-1 confirm the fact that traction motors were sent out as alleged for repairs. These aforesaid statements were discussed with the Carrier which is confirmed by copy submitted herewith and identified as Exhibit C.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust the matter.

The agreement effective September 1, 1943 (with revisions to February 1, 1952) is controlling.

POSITION OF EMPLOYES: It is the contention that the foregoing statement of dispute is adequately supported by the terms of the aforesaid

In the event of a bearing failure it brings about locking of the wheels. This, in turn, causes the wheels to become slid flat, a condition which, if not detected immediately, may cause serious derailment and possible injury or loss of life to employes and passengers and serious damage to equipment. There have been several serious accidents on other railroads resulting from "seized bearings" and we desire to bring to the Board's attention one in particular covered by Report No. 3582, ICC, Washington, D. C., in re accident on the CRI&P R.R. Co., Hollam, Nebraska, 6/25/54, in which a dining car employe, four mail clerks and 184 passengers were injured and which the reported cause, released by the Interstate Commerce Commission, was—

"A false flange on a slid flat driving wheel, resulting from a seized traction-motor pinion bearing on a Diesel-electric locomotive unit, which displaced a rail at a switch location."

On January 11, 1949, there was a derailment of a passenger train on the Seaboard Air Line Railroad at Bay Lake, Fla., which resulted in the death of 1 dining car employe, and the injury of 50 passengers, 4 Pullman employes, 21 dining-car employes and 1 train service employe. Examination of the front truck of the second diesel unit disclosed that the bearings of the armature of the traction motor had been overheated and seized resulting in slid flat wheels and which caused a false flange. (ICC Report No. 3226.)

On January 31, 1949, there was a derailment of a passenger train on the Chicago & North Western Railway at Rock, Michigan, which resulted in the death of 1 train service employe, and the injury of 13 passengers, 1 dining car employe and 1 train service employe. Examination of the traction motors of the rear truck of the first unit disclosed that both armature bearings of the motor driving the rear pair of driving wheels had become overheated and had seized. As a result, the rear pair of wheels stopped rotating causing them to become slid flat which caused a false flange. (ICC Report No. 3232.)

It was to avoid the possibility of a serious accident that prompted decision by carrier's superintendent of motor power to purchase second-hand motors. The time element involved was the controlling factor in reaching that decision. It was imperative that we change out these motors as quickly as possible because as long as they were in service they were a potential source of danger.

Our force of electricians employed at our South Louisville Shops during the foregoing period was as follows:

	Journeyman	Upgraded Apprentices	Upgraded Helpers	Total
1950	76	0	0	76
1951	81	6	14	101
1952	94	4	18	116
1953	104	10	22	136
1954	116	8	27	151
1955	132	3	22	157

There was no reduction in force or working hours of employes either in the traction motor department or South Louisville Shops proper during the period that these second-hand motors were being purchased. On the contrary, as may be noted, there has been a gradual increase in the force of electricians since 1950.

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.

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

This is a claim by the employes of the electrical workers' craft at Louisville, Kentucky, that this carrier violated its agreement when it contracted with the Electro Motive Corporation for one hundred and sixty (160) Diesel traction motors on an exchange basis.

The facts shown by the record are substantially as follows: The carrier had purchased at least forty (40) freight Diesel locomotives from the Electro Motive Corporation. They were equipped with sealed grease type bearings which developed defects almost immediately. Attempts to eliminate the defects proved unsuccessful. The Electro Motive Corporation finally advised carrier to replace the bearings with a new design armature bearing which it had perfected. Carrier proceeded to replace defective bearings with the new design immediately. Carrier also concluded to replace all traction motors on forty (40) Diesels, one hundred and sixty (160) in number, with traction motors with the newly designed armature bearings. In order to accomplish this, it contracted with the Electro Motive Corporation for sixteen (16) rebuilt traction motors to be delivered four (4) each week. Thereafter rebuilt motors were to be delivered at approximately the rate of four (4) each week until one hundred and sixty (160) were delivered. The carrier in turn was to deliver to the Electro Motive Corporation four (4) used motors per week after carrier had received the first sixteen (16). Carrier's electrical workers removed the traction motors from the Diesels and replaced them with those received from the Electro Motive Corporation. The evidence is clear that the contract was not one for the overhauling and repair of the one hundred and sixty (160) traction motors on the forty (40) Diesels. The traction motors delivered to carrier did not purport to be the same motors returned to the Electro Motive Corporation although there is evidence in the record that at least ten (10) traction motors delivered to the carrier had formerly been used on carrier's freight Diesels.

The record shows that the bearing failures on the original traction motors brought about a locking of the wheels which causes the wheels to become slid flat. Unless this is detected immediately it may result in a derailment.

The danger to employes, equipment and lading was great and the carrier determined to remedy the defects by replacing the traction motors at once. Carrier's traction motor shop continued to repair traction motors in service and the carrier contracted for the replacement motors as heretofore stated.

Prior to the time the traction motor program was carried out, the repair and care of traction motors at the South Louisville Shops had increased tremendously resulting in an increase of electrical workers at that point from seventy-six (76) in 1950 to one hundred and fifty-seven (157) in 1955. There is evidence, however, that some of these employes suffered some loss of wages in 1953 over their earnings in 1952. The basis of the loss is not shown by the record.

We conclude that carrier, in the exercise of its managerial judgment, could properly contract with the Electro Motive Corporation as it did. The factors which lead us to this conclusion are these: The risk of using the traction motors with defective bearings was such that carrier was obligated to correct the situation at once. The contract was one of replacement with used motors which had been rebuilt to overcome factory defects. The contract was with the builder and seller of the Diesel locomotives having the defective traction motors. The Electro Motive Corporation was morally bound, if not by warranty, to correct the defects at a minimum of cost to the carrier. The work available to carrier's electrical employes was not reduced because of the contract here involved. The contract with the Electro Motive Corporation appears to have been made in good faith and does not appear to have

been made to avoid any provisions of the collective agreement with the electrical employees. The traction motors purchased had no relation, other than an incidental one, to the motors returned to the Electro Motive Corporation. The agreement appears to have been a purchase of used traction motors with a tradein allowance for those having factory defects. Such a transaction, made in good faith, does not violate the provisions of the collective agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July, 1956.