

Award No. 2581

Docket No. 2402

2-LI-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 156, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Electrical Workers)**

LONG ISLAND RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier improperly assigned other than Electricians to repair an electric saw motor on March 17, 1955 at the Johnson Avenue Yard.

2. That accordingly the Carrier be ordered to compensate an electrician and electrician helper for 8 hours each at the applicable rate of pay.

EMPLOYEES' STATEMENT OF FACTS: On March 17, 1955, the carrier assigned carpenters, employed in the Maintenance of Way Department, to make repairs to an electric saw motor at Johnson Avenue Yards of the Long Island Railroad.

The electric motor is a seven and one-half (7½) horsepower DeWalt motor.

The carpenters removed the end-bells from the motor, removed the armature from the motor and transported same to Morris Park Shop for repairs. Supervision at this shop decided to return the armature to the DeWalt Company in New York City for the necessary repairs. The carpenters transported the armature to New York, had the repairs made and returned same to the Johnson Avenue Yard. They replaced the armature in the motor, including the installation of new ball-bearings, and replaced the end-bells.

There are electricians and electrician helpers regularly assigned as such in the Electric Light and Power Dept. (M of W) of the carrier who are assigned to repair and maintain light and power facilities in the area including Johnson Ave. Yards.

radial saw, and the saw blade affixed thereto, by the same employe who had removed it on the previous day. Approximately the same amount of time was consumed in this operation—ten minutes.

In removing the shaft from the motor and replacing it, no electrical connections were involved.

POSITION OF CARRIER: Predicated on the foregoing facts, the validity of the instant claim turns on whether the work in question, that is, the removal of the shaft, to which the armature and the saw were attached, from the motor housing is work which accrues exclusively to and must be performed by electricians.

As set forth in the carrier's statement of facts, the operation performed incident to the removal of the shaft from the motor housing did not involve the connecting or disconnecting of any electrical leads or wiring and, consequently, is not work which accrues **exclusively** to employes represented by the International Brotherhood of Electrical Workers.

The work which accrues to electricians under the terms of the applicable agreement is described in Rule 37, electricians' special rules, Page 24, of the printed agreement, copies of which are on file with your Honorable Board. A reading of the aforesaid rule will immediately disclose that the work in question is not covered specifically, nor does it come within the category of "all other work recognized as electricians' work * * *".

Further, the carrier desires to also point out that the amount of time claimed as a penalty because an electrician did not perform this work is grossly exaggerated. The actual time involved was, as previously stated, ten minutes for the removal and ten minutes for the installation, or a total of twenty minutes for the entire job. Further, under no conditions would more than one man have been assigned to perform this work.

The position of the carrier with respect to the work in question not being exclusively the property of the electricians represented by the International Brotherhood of Electrical Workers, is supported by the findings of this Division in Award 2013 (Douglass) and 2031 (Douglass).

Predicated on the foregoing, there is no basis for the instant claim and should, therefore, 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 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.

On March 17, 1955, direct drive radial saw, powered by a 7½ h.p. electric motor, failed at carrier's Johnson Avenue Yard. An employe in the Bridge and Building Department removed the saw blade from the shaft, removed the end-bells from the motor and extracted the armature. He took the armature

to the carrier's repair shop which directed that it be taken to the dealer in New York. There, the shaft was straightened, a new key-way cut and a new key provided after which the employe returned the armature to Johnson Yard. He then reassembled the equipment, in the course of which he installed two new ball-bearings.

Under Rule 37 of the agreement the maintenance, inspection and repair of electric motors is recognized as electricians' work, and we think the conclusion is warranted that the carrier violated the agreement.

AWARD

Claim sustained for the electrician only.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1957.