

Award No. 4068
Docket No. 3905
2-NYNH&H-EW-'62

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 17, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O.
(Electrical Workers)

THE NEW YORK, NEW HAVEN & HARTFORD
RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That employes in the Mechanical Department were unjustly damaged and the provisions of the current agreement were violated when the Carrier elected to contract out the repairs of traction motors and component parts to the General Electric Company at North Bergen, New Jersey.

2. That accordingly the carrier be ordered to compensate the employes so damaged as follows:

M. Clune — 256 hours at time and one half.

E. Hughes — 256 hours at time and one half.

EMPLOYEES' STATEMENT OF FACTS: That electrical workers M. Clune, and E. Hughes, hereinafter referred to as claimants, are employed by the New York, New Haven & Hartford Railroad Company, hereinafter referred to as the carrier, in the mechanical department and assigned to J. A. Croke, Superintendent, at the New Haven Maintenance of Equipment Shop.

The claimant electrical workers are regularly assigned and qualified to perform electrical work on all of the carrier's motive power and equipment.

On June 15, 1959, to June 25, 1959, traction motors of the 752 type series were sent to the General Electric Company at North Bergen, New Jersey, for electrical work and repairs.

The following numbered traction motors were sent to the General Electric Shop at North Bergen, New Jersey, on June 15, 1959: No. 2305497, and No. 2308251 on June 18, 1959; No. 2382495, on June 25, 1959; No. 2305998, No. 2305587, No. 32468475, No. 2382588, and No. 2032645, and were returned

(b) They were fully employed and at a seniority point which was not equipped for major electrical work.

For all of the reasons set forth herein, carrier respectfully submits that the claims should be denied in their 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 waived right of appearance at hearing thereon.

Following Awards 4066 and 4067, respectively, the instant claim cannot be sustained because petitioner's submission here has the same deficiencies as those found in Docket 3904 (Award No. 4067).

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of September 1962.

DISSENTING OPINION OF LABOR MEMBERS TO AWARDS NUMBER 4067 AND 4068

Rules 29, 101 and 123 of the current Agreement read in part as follows:

"Rule 29

Assignment of Work.

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rule of each craft, except foreman at points where no mechanics are employed.

"Rule 101

Classification of Electricians.

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of generators, switchboards, meters, motors, and controls, rheostats and controls, motor generators, electric headlights, and headlight generators, electric welding machines, storage batteries except as provided in Rule 104, axle lighting equipment, electric lighting fixtures and

cables: winding armatures, fields, magnet coils, rotors, transformers and starting compensators: inside and outside wiring at shops, building and yards and conduit work in connection therewith, including steam and electric locomotives, passenger trains, motor cars, electric tractors, and electric trucks. High tension power house and substation operators, electric crane operators for cranes of 60-ton capacity or over, electrician's work performed by employes of the Maintenance of Way Department on tugboats and floating equipment in New York Harbor territory, and all other work generally recognized as electricians' work.

"Rule 123

Understanding in Special Cases.

Armature winders—Van Nest—performing the following work—

Rewinding of and major repairs to traction motor armatures and fields, also main transformers.

Dismantling and rebuilding commutators of all types.

Rewinding induction motor stators or rotors, train control dynamotors, headlight and generators, tractor armatures and fields.

Dismantling, repairing, reinsulation and rebuilding all types of preventive coils, reactors and auxiliary transformers.

Stripping, repairing or rewinding all types of axle lighting generator armatures and fields.

Stripping, reinsulation and rebuilding all types main and auxiliary resistors.

Dismantling, reinsulating and rebuilding all types collector rings.

Stripping and rewinding main generator, synchronous motors, exciter generators and starter motors, such as are used on locomotives 0112-16-0216-17.

Stripping and rewinding all types battery or auxiliary generator armatures and fields.

Rewinding all types compressor or blower motor armatures or fields.

Rewinding all other types of auxiliary motor armatures or fields not specifically mentioned above."

As these Awards refer to Award 4066 our opinion is the same and that is we agree with the finding that the Carrier violated the current agreement when the rewinding, repairing and rebuilding of five traction motors was contracted to the General Electric Company.

We do not agree with the conflicting finding that the Carrier did not violate the agreement when the rewinding, repairing and rebuilding of other traction motors, armatures, fields and generators was contracted to the

General Electric Company. This violation results in the employees covered by the same agreement not being given equal treatment or equal protection under the law. We are therefore constrained to dissent from this finding.

E. J. McDermott

C. E. Bagwell

T. E. Losey

R. E. Stenzinger

J. B. Zink