Award No. 4954
Docket No. 4830
2-L&N-EW-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Electrical Workers)

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

(1) That the contracting out of the repair of Armature No. 833080 which was removed from the High Pressure Steam Turbine Crocker Wheeler Generator, Serial Number 833079, located in the power house, on or about the week of January 11, 1964, and sent to General Electric whose employes are not covered by our current agreement, is in violation of the current agreement thereby causing damage to be done to the employes of the electrical craft in general and to the electricians on the Armature Gang Overtime Board, namely, J. W. Kenealy, K. E. Carr, J. W. Harless, and C. A. Toole in particular.

(2) That accordingly, the Carrier be ordered to additionally compensate the above named claimants at the time and one-half rate of electricians' pay, equally divided or each in his proper turn for all time involved in the repair of the above armature by the General Electric Company.

EMPLOYES' STATEMENT OF FACTS: The Louisville and Nashville Railroad, hereinafter referred to as the carrier, maintains a large repair shop at Louisville, Kentucky, known as the South Louisville Shops, comprised of several departments and sub-departments. At the above shops the carrier has sufficient facilities and competent, experienced electricians to have performed the work in question. All materials necessary and not carried in stock are available on the open market. Similar work has been performed by these same employes using the same facilities and materials for many years.

Notwithstanding the fact that sufficient materials were in stock or available and that the necessary facilities and qualified, experienced personnel were available to have performed the work, the carrier elected to send the armature to General Electric Company for repair. This dispute has been

except to the extent that these rules and the seniority rules may be interpreted to oblige the carrier to exercise such managerial right reasonably and without substantial damage to its employes thereunder."

In conclusion carrier submits that it has shown there is no basis for the claim and, therefore, respectfully requests that it 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.

Parties to said dispute were given due notice of hearing thereon.

In January, 1964 there was a failure of the armature of a Crocker-Wheeler high pressure steam turbine generator in the power house at the Carrier's South Louisville Shops after twenty years of operation. The Claimants worked regular hours and overtime for two days in degreasing, cleaning, testing and removing about half of the top and bottom main coils, during which work they found that at least three of the bottom main coils and six or seven of the inner or equalizing coils were burnt out and must be repaired or replaced, which required the removal and testing of all the coils.

The Carrier's contentions are that it contracted this work because of the size and extent of the job, the inadequacy of its equipment to handle it without delaying or impeding its regular repair work, the age of the generator, the desirability of obtaining new coils rather than repairing the damaged ones, the fact that coils of the necessary size and shape to keep from throwing the armature out of balance could not be obtained on the open market, but must be made to order with the use of special tools and equipment not available to the Carrier, the fact that the General Electric Company could do the entire repair job faster than the special coils could have been obtained from it and installed, and finally that its established practice had been to handle the most nearly comparable armature repair jobs in that manner.

The record contains numerous conflicting statements and contentions concerning these various matters, including the argument that the Carrier could have had the necessary repair parts awaiting this breakdown, or might have anticipated it and ordered them. Coils of about the same size have repeatedly been rewound or repaired on the property, but it is clear that armatures of this size, which approximates 750 H.P., have never been rebuilt or repaired on the property, the nearest comparable job having been the rewinding of the stator of a 600 H.P. air compressor motor, which did not prove entirely satisfactory; that not one of the Carrier's 3000 diesel traction motor armatures has been rewound on the property, although half of their armatures have been rewound and upgraded at least once by outside firms as in this case, making about 2000 such instances; that the armature in question is much larger and of higher H.P. rating than any of the Carrier's

traction motor armatures, being twice the size of the average of them; and that in this instance the Carrier followed its established practice with regard to the most nearly comparable work.

The Employes' position is that by contracting out this work the Carrier violated Rules 132 and 30(a), which are the electricians' classification of work rule and the provision that only mechanics and apprentices shall do the work of their respective crafts.

But as this Division said in Award 4642 with reference to similar rules:

> "These rules allocate work among the employes of the Carrier. They do not prohibit contracting out work except to the extent that these rules and the seniority rules may be interpreted to oblige the Carrier to exercise such managerial right reasonably and without substantial damage to its employes thereunder.
>
> There is no evidence that this contracting of work caused any employe to be furloughed. * * *."

Under the record in the present case this Division must likewise hold that the Carrier exercised its managerial right reasonably, in good faith, without substantial damage to the Employes, and without violating their rights under the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September, 1966.

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