

Award No. 2908

Docket No. 2526

2-IC-CM-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Kiernan when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Carmen)**

ILLINOIS CENTRAL RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the controlling agreement by improperly assigning other than Carmen to assist Carmen rerailed Diesel Engine 9478, October 27, 1953, Clinton, Illinois.

2. That accordingly the Carrier be ordered to pay Carman R. C. Mills, three (3) hours at the time and one-half rate from 7:00 A.M. to 10:00 A.M.

EMPLOYEES' STATEMENT OF FACTS: The Illinois Central Railroad, hereinafter referred to as the carrier, maintains a force of carmen and a wrecking outfit with a regularly assigned wrecking crew, composed of carmen, at Clinton, Illinois.

On October 27, 1953, at approximately 7:00 A.M., Diesel Engine 9478 was derailed in the Clinton, Illinois, North Yard. One truck on the front end of the diesel engine was on the ground.

The engine was rerailed by the use of air power jacks. The air was supplied to the air jack by attaching a hose to the air reservoir of the engine. These jacks were used to raise the engine and with the use of blocks to get the truck on the rails. There was no damage done to the engine or truck, nor were there any parts removed from the engine or trucks in the rerailing of same.

Carmen L. W. Smith and L. P. Broyles were assigned to rerailed the engine. They were assisted in the handling of blocks and jacks by Machinist Thomas Lighthall, the rerailing being completed at 10:00 A.M.

Machinist Lighthall was called to the derailment for the express purpose of providing proper protection for and prevent damage to diesel parts and do any other necessary machinists' work. He was not called instead of an additional carman. Had the carrier been willing to risk the damage that carmen might do to the engine without protection by a machinist, it would have been necessary to take the engine after rerailling to the roundhouse for inspection, and repairs, if necessary, by machinists.

Rule 130 of the current agreement reads in part: "When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification." Rule 131 reads in part: "For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work." In this case, all the carmen needed were called and used, and a machinist was called and used to perform duties consistent with his classification. There is no basis for this claim, and it 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 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 waived right of appearance at hearing thereon.

The last sentence of Rule 131 reads: "For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work."

Exhibit A attached to claimants' submission, being a copy of a letter from carriers' general superintendent of equipment states in part: "One machinist was also used to assist in handling diesel jacks and see that appurtenances underneath engine were not unnecessarily damaged in the process of rerailling engine."

Carrier's submission quotes a statement sworn to by the master mechanic, reading in part as follows: "Machinist Lighthall assisted in jacking the locomotive and watched carefully * * *." Also as part of Carrier's Submission is a statement sworn to by Machinist Lighthall, reading in part as follows: "I helped reraill locomotive 9478 and placed it back on the rails. * * *. Then took the jacks out and let the locomotive down on the rail. * * *. We removed the jacks and blocks and locomotive went on to work."

It is evident a machinist was needed to perform machinist's work at the point of derailment. However, it is apparent that the machinist did assist in carmen's work during the process of rerailling the engine, and in removing jacks and blocking after.

We hold that the agreement was violated.

AWARD

Claim (1) Sustained.

Claim (2) Claimant be paid three hours at pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.