

Award No. 3259
Docket No. 3046
2-L&N-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 91, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1—That the Carrier violated the terms of the Agreement in dispatching Corbin wrecking outfit to Delano, Tennessee for wrecking service without the regular crew, and

2—Accordingly the Carrier be ordered to additionally compensate the entire Corbin wrecking crew in the amount of 32 hours at time and one-half rate.

EMPLOYES' STATEMENT OF FACTS: On June 25, 1957 at 9:30 A. M. the unmanned wrecking outfit departed Corbin, Kentucky for Delano, Tennessee (Mile Post C-338) for the purpose of rerailing AOCX Car 1297.

Upon arrival at the scene, the wrecking outfit was manned by employees from the seniority district of Etowah, Tennessee and the rerailment service started at 7:15 A. M. on June 26; the assignment was completed at 2:40 P. M. this same date. The wrecking outfit was returned to Corbin, Kentucky at 7 A. M. the morning of June 27.

The regular assigned wrecking crew at Corbin, Kentucky consists of C. G. Gentry, W. L. Taylor, Wm. W. Tompkins, R. J. Rowland, O. A. Payne, D. C. Huff, S. W. Strunk, R. Siler, C. Brooks, and E. Harmon. The regular work week assignments of the first four aforementioned wrecking crew members is 7 A. M. to 3:30 P. M., Monday through Friday. The next four is from 7 A. M. to 3:30 P. M., Tuesday through Saturday, with the last being from 11 P. M. to 7 A. M., Saturday through Wednesday.

This dispute has been handled repeatedly with the proper carrier officials, from the bottom to the top, without obtaining the desired result.

In the handling given, carrier did not consider there was any violation of the agreement in that it was simply the borrowing of a heavier tool to be operated by employes regularly assigned to perform this type of work at Etowah, Tennessee. The wrecking outfit was not sent from Corbin, Kentucky. Only the wrecker, the boom car, and water tank were forwarded.

In view of the foregoing, carrier feels there has been no violation of the agreement and claim 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 were given due notice of hearing thereon.

The wreck occurred at Delano, Tennessee. In response to notification, the Carrier sent the Corbin wrecking crane, 1 boom car and the water tank. It did not send the rest of the wrecking equipment and only part of the regularly assigned wrecking crew accompanied the outfit.

Rule 108 is explicit:

"For wrecks or derailments outside yard limits, the regular assigned crew will accompany the outfit." (Emphasis ours.)

The equipment, though not complete, was a "wrecking outfit".

The rule was violated.

AWARD

1. Claim allowed.
2. Claimants to be paid pro rata and not at time and one-half rate. See Awards Nos. 2700, 2802, 2859, 2956 and 2958, Second Division.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June, 1959.