

Award No. 3409

Docket No. 3121

2-CofG-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 26, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

CENTRAL OF GEORGIA RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling Agreement Carmen L. L. Layfield, G. H. Riddle, Jr., and J. A. Brown should have been used to augment the Cedartown wrecking crew at Youngs Station, Georgia on July 5 and 6, 1957 instead of using carmen helpers W. Wallace and J. Corwell, and shop laborers M. Baker and M. Bailey to perform work out of their classification.

2. That the Carrier be ordered to additionally compensate the above named Carmen the difference between what they were paid and what they should have been paid on the above dates.

EMPLOYEES' STATEMENT OF FACTS: Carmen L. L. Layfield, G. H. Riddle, Jr., and J. A. Brown, hereinafter referred to as the claimants, were regularly assigned at the carrier's Columbus Shop, and are experienced groundmen, and were available to have accompanied Groundmen E. E. Calhoun and T. C. Hunnicutt to Youngs Station (near Cedartown), Georgia, had they been called.

A Cedartown-Chattanooga District freight train, tentatively identified as CD 29, derailed about nine (9) cars at or near Youngs Station, Ga., on July 5, 1957. The Cedartown wrecking outfit was called. It was determined that the small Cedartown wrecking crew would be insufficient to cope with the derailment involved as several cars were overturned. Carman J. E. Harp was called from Chattanooga, Tenn., (same seniority district but about 100 miles from Cedartown) to supplement the meager Cedartown wrecking crew, which was proper. Additional forces were also dispatched from Columbus, Georgia, including Columbus Wrecker Foreman Biles, Chief Car Inspector Curry, Carmen E. E. Calhoun and T. C. Hunnicutt, Carmen Helpers W. Wallace and J. Crowell and Shop Laborers M. Baker and M. Bailey.

This force was further supplemented by the Columbus wrecker foreman bringing with him in his automobile (the Columbus derrick was not used) the following **regularly assigned men of the Columbus wrecking crew:**

Groundman — Emory Calhoun, Carman

Groundman — T. C. Hunnicutt, Carman

Groundman — W. Wallace, Carman Relper

Groundman — J. Crowell, Carman Helper

Groundman — M. Baker, Laborer (Fireman & Oiler)

Groundman — M. Bailey, Laborer (Fireman & Oiler)

There were six (6) carmen members of wrecking crews at the derailment at Youngs. The other men performed the work normally incumbent upon them and performed by them in wrecker service. There was no violation of the current agreement, and what was done here is no different from what has been done for over 25 years. The employes cannot, in truth, assert otherwise. Why, all of a sudden, they claim the agreement was violated is certainly a mystery to the carrier. The employes' organization certainly knows what is going on, because practically every time the wreckers go out the general chairman files claims for more money for the various wrecking crew members who went out.

Submitted herewith is the principal exchanges showing the handling of the claim on the property, identified as carrier's Exhibits A through Q.

The burden of proof rests squarely upon the shoulders of the petitioners. See **Second Division** Awards Nos. 2042, 1996 and other. Also see **Third Division** Awards Nos. 7226, 7200, 7199, 6964, 6885, 6844, 6824, 6748, 6402, 6379, 6378, 6225, 5941, 5418, 2676 and others.

Since the claim clearly is **not** supported by the current contract on this property, the Board should render a denial award.

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.

Under Rule 111 of the applicable Agreement the carrier could use men of any class as additional members of wrecking crews to perform duties consistent with their classification. The evidence of record does not warrant a finding that any employe who was called from Columbus, Georgia, performed

work at the time and place in question which was inconsistent with his classification.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of March 1960.