

Award No. 3898  
Docket No. 3629  
2-NYNH&H-CM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee William E. Doyle when award was rendered.

**PARTIES TO DISPUTE:**

SYSTEM FEDERATION NO. 17, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L. — C. I. O.  
(Carmen)

NEW YORK, NEW HAVEN &  
HARTFORD RAILROAD COMPANY

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the Carrier violated the current agreement when on May 5, 18, 20; June 2, 8 and 16, 1958 it denied Car Inspector Thomas Bohan his right to wrecking service.
2. That accordingly the Carrier be ordered to additionally compensate this claimant as follows:

May 5 —	9½	hours	at	the	double	time	rate
May 18 —	10	hours	at	time	and	one-half	rate
May 20 —	6	"	"	"	"	"	"
June 2 —	3½	"	"	"	"	"	"
June 8 —	11½	"	"	"	"	"	"
June 16 —	7½	"	"	"	"	"	"

**EMPLOYES' STATEMENT OF FACTS:** For a number of years, Car Inspector Thomas Bohan, hereinafter referred to as the claimant, has been and is presently, by bid and assignment, a regularly assigned member of the carrier's New Haven wrecking crew. His regularly assigned tour of duty was, and is, 8:00 A. M. to 4:00 P. M. Monday through Friday with Saturday and Sunday as rest days on the carriers' repair track at New Haven, Connecticut.

On May 3, 1958, a derailment occurred in the carrier's East Bound Receiving Yard at New Haven. The New Haven wrecking outfit and crew, including the claimant, was called for this work and worked until relieved at 2:00 P. M., May 4, 1958. The outfit and crew, with the exception of the claimant, was returned to the scene of the accident at 7:00 A. M. Monday, May 5, 1958, to complete clearing up the wreck. The work was completed and the crew released at 8:30 P. M., the same day.

At 8:00 A. M. May 18, 1958, the New Haven wrecking crew, with the exception of the claimant, was sent to Norwich, Connecticut, for wrecking service, completed the work and was released at 6:00 P. M. the same day.

On this date Bohan worked from 7:00 A. M. to 3:40 P. M., receiving forty (40) minutes overtime, and performed the following service:

Clinton — AM6 DL&W 87100 with hot box. Car given attention L4 cut journal, car ordered to W. B. repair track change wheels.

Brewery Street Freight — Mechanical inspection SSW 4791, automobile damaged, also TTX 47018, trailer flat, with U. S. Mail Trucks, all damaged.

Branford — Hot box, NH 61102, R4 cut journal, car given attention and ordered to W.B. Rip Track.

New Haven Terminal — 23 cars inspected.

On June 8, 1958, Truck M-16, with six (6) men, was sent to Maples, Connecticut, and were engaged from 7:00 A. M. to 6:30 P. M.

Bohan was on rest day and performed no service, this being a Sunday.

On June 16, 1958, the tool train, with full crew, was sent to Waterbury, Connecticut and then to Bristol, Connecticut. They were in service from 7:30 A. M., June 16th to 2:30 A. M., June 17th.

On this same date, June 16, Bohan worked from 7:00 A. M. to 5:48 P. M., as follows:

Wallingford — SAL 78721 dropped by 1/NS2 on account loose roof sheets. Work performed, roof tins and running board repaired temporarily. This car sideswiped SN-1.

Guilford — P2 dropped 3 hot boxes, L&E 13151, L3 journal cut, PRR 742246 L2 journal cut — B&M 70438 L4 journal cut. Cars given attention and ordered to W.B. Rip for change of wheels.

Connecticut Coke — 1 car to be inspected, UTLX 27637.

Stony Creek — FGEX 39509, R2 journal cut, car given attention and ordered to W.B. Repair Track for change of wheels.

whole record and all the evidence, finds that:

**FINDINGS:** The Second Division of the Adjustment Board, upon the Claim is made for seven and one-half (7½) hours at time and one-half, and Bohan worked a total of ten (10) hours and forty-eight (48) minutes on his own job, and was paid eight (8) hours straight time and two (2) hours and forty-eight (48) minutes at time and one-half.

As we have stated heretofore, and as the facts immediately above will bear out, it would be physically impossible for Bohan to cover the assignment, which he voluntarily chose, at the time and locations shown, and still be considered as being available for the wrecking crew at the time and locations shown.

We hold that this fact is self-evident, and request a denial decision on this claim.

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.

Claimant who had been a terminal carman and also a member of the regular wrecking crew contends that he had a status as a wrecking crew member which he retained even after his basic job status changed from terminal carman to road carman.

Although there is some dispute as to the validity of the procedure followed whereby claimant acquired the road carman position, this does not assume significance since it is conceded by employes that claimant exercised his seniority to displace the road carman following a reduction of the terminal force.

Rules 8, 110, and 111 contemplate that there shall be a regularly assigned wrecking crew composed of carmen. Rule 110 refers to the "regularly assigned wrecking crews". Rule 111 declares that when wrecking crews are called \* \* \* outside of yard limits, "the regularly assigned crew will accompany the outfit". It is thus apparent that a member of the wrecking crew has some kind of standing and the inquiry is, as to the extent of this assignment.

First, it seems clear that this wrecking crew status does not exist apart from the man's regular assignment. If, for example, the basic assignment as carman were to terminate, it could not be argued that the wrecking crew assignment would go on. It follows that the wreck crew assignment must be regarded as a limited and dependent one.

Second, accessibility of the employe for wrecking crew service would seem to be a condition of his continued status as such. Thus, if a change of basic position were to develop a conflict so that continued availability for wreck crew duty was no longer possible his status as such would have to be discontinued.

It would thus appear that although the wreck member has a status as such, it is one which assumes the continuation of the basic position which the employe held at the time he became a member of the wreck crew. Although the question is not here presented it is probable that there is enough status as wreck crew member so as to prevent arbitrary termination as a member of the wreck crew where the employe retains his primary status of terminal carman .

We must conclude that claimant's status as a wreck crew member was tied to his position as terminal carman. When he exercised his seniority as road carman he lost his right to demand that he be called out on wreck service.

Our conclusion that the claim must be denied is consistent with Second Division Award 1069 holding that a regularly assigned wreck crew member must be called out with the crew.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December 1961.