

Award No. 4154
Docket No. 3953
2-IT-CM-'63

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. 154, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)

ILLINOIS TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the controlling agreement when Carmen H. Giles, L. Yonker, E. Quado, E. Stoner, M. Adler and L. Mansfield were not called to accompany the wrecking outfit on February 6, 1960.

2. That accordingly the Carrier be ordered to compensate the aforesaid employees in the amount of four and one-half hours at the straight time rate of pay.

EMPLOYEES' STATEMENT OF FACTS: The Illinois Terminal Railroad Company, hereinafter referred to as the carrier, maintains a wrecking outfit at Federal Shops, Alton, Illinois. H. Giles, L. Yonker, E. Quade, E. Stoner, M. Adler and L. Mansfield, hereinafter referred to as the claimants, are the regularly assigned crew members. Their regular assignment in the shop is 8:00 A.M. to 4:00 P.M., Monday through Friday.

On date of February 6, 1960, a derailment occurred at McKinley Junction, approximately thirty (30) miles by rail from Federal Shops. The wrecking outfit was called out and moved to McKinley Junction on the date of the derailment. The regularly assigned crew did not accompany the outfit, but were taken to the wreck by auto.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, with the result he has declined to adjust it. The agreement effective September 1, 1949, as subsequently amended is controlling.

POSITION OF EMPLOYEES: It is submitted that the provisions of Rule 127 captioned "Wrecking Crews" of the controlling collective bargaining agreement, reading in pertinent part:

Thus it can be seen that, at least, on three of the four Divisions of the Board, you have held that you do not have authority to add words to the rules of collective agreements. The Board cannot sustain the claim without throwing aside these precedential findings.

Claim being without any basis and unsupported by the agreement in evidence, the Board is left with no alternative but to make 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 waived right of appearance at hearing thereon.

Rule 128 provides that when wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit.

As used in the rule, "yard limits" clearly refers to the yard limits of the wrecking crew's home point. Awards 1069 and 1702.

Under like or similar rules the regularly assigned crew must in point of time accompany the wrecking outfit (Awards 3190, 3651 and 3864), and this Board has no authority to change the rule.

AWARD

Claim sustained.

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

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February, 1963.