

Award No. 4596

Docket No. 4394

2-GN-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Carmen Kenneth Myhre, Leon Severson and Neil Leigh were improperly compensated for performing wrecking service.

2. And that accordingly the Carrier be ordered to compensate the above named carmen at the applicable rate of pay for an additional one (1) hour at the straight time rate of pay because of said violation.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the carrier, maintains a force of carmen at their car shop facilities at Minot, North Dakota.

On the date of July 26, 1961, Carmen Kenneth Myhre, Leon Severson, and Neil Leigh, hereinafter referred to as the claimants, were working as carmen at the Minot car shop facilities.

During their regular tour of duty, 12 P. M. to 8 A. M., the claimants were dispatched in wrecking service by company truck carrying wrecking tools to Surrey, North Dakota to rerail GN X3029. Two hours were spent in the performance of this wrecking work and upon returning to home point a time slip for two hours at the rate of time and one half, as per Rule 22(c) was submitted for this work, as had been the practice in the past.

The time slip was denied by the foreman on July 27, 1962.

The claim was subsequently handled with all carrier officials designated to handle disputes, all of whom declined to adjust it.

The agreement effective September 1949, as subsequently amended, is controlling.

4. The parties agreed to premium pay for "wrecking service employes" as provided in Rule 22(c), for incentive reasons and because of conditions peculiar to most cases where the wrecking derrick outfit is used.

5. Those special reasons for premium pay are not applicable where two or three carmen are sent with a highway truck to perform simple rerailling work with frogs, jacks and blocking; and this Board has recognized that such rerailling work is not even within the exclusive jurisdiction of carmen.

For the foregoing reasons, the carrier respectfully requests that the claim of the employes 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.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimants, Carmen Kenneth Myhre, Leon Severson and Neil Leigh, are regularly assigned carmen on the 12:00 midnight to 8:00 A.M. shift — Wednesdays through Sundays — at the Carrier's Gavin Yard Car Repair Shop which is some five miles east of Minot, North Dakota.

On Wednesday, July 26, 1961, the Claimants were sent in a wrecking truck to Surrey, North Dakota, to reraill the leading truck of tank car GNX3029.

The Claimants spent two hours in rerailling Car GNX3029 and they submitted a time slip for two hours' pay at time and a half which the Carrier declined. The claim was appealed and properly progressed to this Division.

The Organization contends that the work performed was wrecking service and that in keeping with the provisions of Rule 22(c) the Claimants should have been paid at the rate of time and one half instead of straight time.

The Carrier claims that where Carmen are sent with a highway truck to perform simple rerailling work with frogs, jacks and blocking that no wrecking service is performed and, therefore, under Rule 22(c) the Claimants are not entitled to premium pay. The Carrier further claims that "Wrecking service pay under Rule 22(c) is confined to wrecking service employes working with a regular wrecking derrick and outfit * * *" and that Rule 22(c) must be read in conjunction with Rule 88.

The Board is convinced that it cannot be refuted successfully that the Claimants performed wrecking service work. This conviction is not only supported by this Board's seasoned judgment but also by the Board's rulings in Awards 1909 and 2627. Those Awards held that rerailling is included in wrecking service work, and with that statement we must agree. Consequently, we must sustain the Organization's claim for 1 hour's straight time pay for each Claimant.

AWARD

Claim 1 sustained.

Claim 2 sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice Chairman

Dated at Chicago, Illinois, this 9th day of December 1964.