



Award No. 4972  
Docket No. 4753  
2-LV-CM-'66

**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. 96, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Carmen)**

**LEHIGH VALLEY RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Carrier violated the current agreement when Carmen Joseph D'Alessandro, George Hudak, Frank Mulcahey, John Banach and John Bellfield were not called to accompany the wrecking outfit when it left Oak Island, N. J. at 2:00 A. M. on June 5, 1963 and when they were not allowed to accompany wreck train outfit on its return to Oak Island, N. J. on June 7, 1963 at 8:40 A. M.

2. That accordingly the Carrier be ordered to compensate the aforesaid employes twenty (20) hours each at the applicable time and one-half rate and sixteen (16) hours each at the applicable double time rate for the aforesaid violation.

**EMPLOYEES' STATEMENT OF FACTS:** At Oak Island, N. J. the carrier maintains a wrecking outfit, the regular assigned crew is composed, together with wreckmaster, of 11 employes, 10 carmen and 1 wreckmaster, among which are the following carmen: Joseph D'Alessandro, George Hudak, Frank Mulcahey, John Banach and John Bellfield, all with assigned hours 6:00 A. M. to 2:30 P. M., with 30 minute lunch period not paid, Monday through Friday, with rest days Saturday and Sunday.

On June 5, 1963 the wrecking outfit was called and left Oak Island, N. J. at 2:00 A. M. to go to Perth Amboy, N. J. to rerail a number of cars. The wreck outfit was moved in local freight to South Plainfield, N. J. on main line and then in local freight from South Plainfield, N. J. to Perth Amboy, N. J. on branch line. The distance from Oak Island, N. J. to Perth Amboy, N. J. is approximately 26 miles. The wrecking outfit arrived at the scene of derailment in late afternoon of June 5, 1963.

On June 6, 1963 after reporting for work on their regular assignments at Oak Island the claimants were transported by automobile and arrived at the derailment around 7:40 A. M. and went to work.

in the agreement which requires carrier to compensate claimants at the time and one-half rate for service not required and not performed.

In conclusion, the claim in this case demands compensation at the time and one-half rate with no rule in the agreement to support the claim. There can be no question that in the absence of a specific rule to support claimants, the Board cannot write such a rule into the agreement. As there has been no violation of the agreement, carrier respectfully requests this claim 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 claim is that the current Agreement was violated when the Claimants, wrecking crew members, were not called to accompany the outfit when it left their home station at 2:00 A. M. on June 5, 1963, and when it returned at 8:40 A. M. on June 7th.

On reporting for their regular assigned shift at 6:00 A. M. on June 6th, 28 hours later, they were taken by automobile to the derailment, completed the rerailling in about five hours, and returned to Oak Island at 2:30 P. M., the end of their regular assignment. Thus the outfit preceded them by 28 hours, during which they had worked their regular 8 hours shift after its departure on June 5th.

The wrecking outfit returned by local freight train 18 hours and 10 minutes after them, thus being out 46 hours and 10 minutes longer, of which, as above noted, the Claimants had worked their regular 8 hour June 5th shift, after the outfit's departure.

The compensation claimed is for 36 hours, partly at time and one-half and partly at double time rate.

Rule 125 provides in applicable part as follows:

"When wrecking crews are called for wrecks or derailments, a sufficient number of the regularly assigned crew will accompany the outfit."

"A sufficient number" of a wrecking crew called for a wreck or derailment obviously means a sufficient number to handle their work there. As all of the claimants were called for the wreck all of them were apparently required to make up the sufficient number.

"Accompany" means "to go along with someone or something. Accompany implies closeness of association \* \* \*." Webster's New Collegiate Dictionary, Second Edition.

It is well settled by the awards of all divisions of this Board that the Rules must be given full effect according to the intent of the parties as expressed by their words used. Consequently, as this Division has repeatedly held in Awards 3190, 3365, 3864, 4505, 4509, 4564, 4910, 4932 and others, the claim must be sustained. Pay for time not worked is at the pro rata rate. See Awards 1362 and 1702.

**AWARD**

Claim sustained, payment for the 36 hours claimed to be at the pro rata rate.

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

**ATTEST: Charles C. McCarthy**  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October, 1966.