

The Second Division consisted of the regular members and in addition Referee Louis Yagoda when award was rendered.

Parties to Dispute: (System Federation No. 21, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(Southern Railway Company

Dispute: Claim of Employees:

1. That Carrier violated the controlling Agreement when it failed to allow Carman R. L. Chapman to accompany the derrick to a derailment on June 10, 1972.
2. That accordingly, the Carrier be ordered to compensate Carman R. L. Chapman, Macon, Georgia for forty-nine (49) hours and twenty-five (25) minutes at the rate of time and one-half.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

It is stipulated that at the time of the events on which claim is based, Claimant held a bid-in assignment as extra man on derrick crew. At 12:10 p.m. on June 10, 1972, the derrick at Claimant's home station (Brosnan Yard, Macon, Georgia) was called for a derailment at Haylow, Georgia (a point approximately 175 miles away from Macon on Carrier's line). An extra groundman was needed thereon due to absence of one of the regular groundmen. However, at the time, Claimant was on assignment on road trip with repair truck for car repairs at points about 50 miles south of Macon. He completed this road work and did not return to his home station until 4:30 p.m., four hours and 20 minutes after the derrick crew had been called for the derailment at Haylow.

Accordingly, Carrier called and the next derrick groundman was used who was available at the home station and derrick departed Brosnan Yard at 1:50 p.m. After travelling to Haylow, said crew performed the derailment work on that day, June 10th, and continued thereon on June 11th, 12th, and 13th, returning to Macon on the latter date.

Claim is for payment of 49 hours and 25 minutes at the time and one-half rate, account not being called and used as extra derrick groundman with crew that was called on June 10, 1972 for the Haylow derailment.

We find no rule compelling Carrier to interrupt and send for an assigned extra groundman already out and at work on a road trip and return him to his home yard so that he may thereupon begin another assignment.

Employees allege that such was the established practice here but fail to meet Carrier's statement that the one instance cited in support thereof involved a regular derrick groundman as distinguished from extra man, Claimant's status. Rule 153, cited by Employees refers only to "regularly assigned crews". We find unpersuasive Employees' contention that because he was taking the place of a regularly assigned derrick crew member who was on vacation, Claimant thereby became a "regular assigned crew member" for purposes of Rule 153.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By: Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 6th day of February, 1974.