

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 18, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(Boston and Maine Corporation, Debtor

Dispute: Claim of Employees:

- (a) That the Boston and Maine Corporation violated the controlling Agreement, namely Rules 7, 112 and 113 on October 4, 1975, between the hours of 10:30 A.M. and 10:00 P.M. while engaged in wrecking service at Buckland, Mass.
- (b) That accordingly the Boston and Maine Corp. be ordered to compensate Carmen: H. A. Beaudoin; H. O. Defresne; M. J. Beausoliel; D. M. Provencher; R. C. Lynde; R. H. Haselton; and A. H. Daignault, regular assigned members of the East Deerfield Wrecking Crew for fifteen (15) hours and thirty (30) minutes at the Carmen's double-time rate of pay.

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.

Claimants are members of the East Deerfield wrecking crew, which was called to perform work on a serious main line wreck. Claimants performed wrecking service from 9:30 a.m. on October 1, 1975 to 10:30 a.m. October 4, 1975 at which time they were relieved for a rest. A made up crew was used to continue the work the East Deerfield wrecking crew had been performing. The claimants were returned to work after an eleven hour and thirty minute rest.

Claimants allege that the carrier violated the agreement by relieving the crew and replacing them with other employees. The applicable rules are rules 7, 112 and 113, those being the rules that have been cited during the handling of the case.

"OVERTIME, EMERGENCY SERVICE ROAD WORK. Rule 7. Employees regularly assigned to work at shop, enginehouse, repair track or inspection point, when called for emergency road work away from such shop, enginehouse, repair track or inspection point, will be paid from the time called to leave home station until return for all time worked in accordance with the practice at home station, and straight time rates for all time waiting or traveling.

If during the time on the road an employee is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station.

Where meals and lodging are not provided by the company, actual necessary expenses will be allowed. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated. If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight time rate.

Wrecking service employees will be paid under this rule, except that all time working, waiting or traveling on Sundays and holidays will be paid for at the rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight time hours at home station will also be paid for at rate of time and one-half."

"WRECKING CREW. Rule 112. Regularly assigned wrecking crews (not including engineers and firemen) will be composed of carmen, and will be paid for such service under Rule 7.

Meals and lodgings will be provided by the Company while crews are on duty in wrecking service. When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification."

"MAKE-UP WRECKING CREWS. Rule 113. When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work."

The facts of this case do not lend merit to the claim. The carrier was well within its rights to relieve the crew for a rest after 48 hours of service and utilize other carmen to continue their work during their period of rest. The claimants were properly paid under rule 7. We can find nothing in the agreement and nothing has been cited in the record which would substantiate a requirement that the carrier compensate the claimants for the time spent at rest. This case is analogous to that which formed the basis of Award 3574 in which we held as follows, "We do not think that Rule 111 fairly can be interpreted to have required the carrier to defer further work on clearing up this emergency wreck while the regularly assigned crew was taking a five hour rest, nor do we think the language of the rule entitled the regular crew to remain under pay during the period of relief, simply because a made up crew was working on the wreck during the interim."

We will deny the claim.

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 - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of February, 1978.

