

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

Parties to Dispute: { System Federation No. 22, Railway Employees'
{ Department, A. F. of L. - C. I. O.
{ (Carmen)
{ St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the provisions of the current Agreement when it improperly assigned other than Carmen to chain up and prepare a disabled box car for movement to Repair Track facilities for repairs at the Tennessee Yard, Memphis, Tennessee, on January 2, 1977.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate Upgraded Carman H. D. Vaughn 2.7 hours at time and one-half rate for January 2, 1977.

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.

This case involves a time claim on behalf of the claimant Carman who was employed by the Carrier at the Carrier's Tennessee Yard Shops in Memphis, Tennessee. At approximately 12:55 p.m. on January 2, 1977, yard engine #316 while working on track #45 at the Tennessee Yard, reported to the Yardmaster that there was a car with the coupler out or broken. The switch crew was instructed to chain up the car and move it to the Rip Track for repairs. The claimant contends that he should have been called to perform that work. The Organization alleges a violation of Rule #118 and #119. Those Rules provide, so far as pertinent, as follows:

"Wrecking Crews. Rule #118. ... When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with classification..."

"Wrecking Service. Rule #119. 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 where wrecking outfit is used."

The Organization also claims that the Carmen were contractually and historically entitled to this work, a claim which the Carrier strongly disputes. The claim is in the amount of 2.7 hours at the punitive rate of pay which amounts to a minimum call.

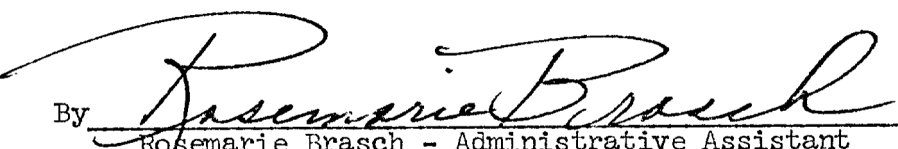
The facts here demonstrate that the situation involved a car on a Classification Track in the hump yard which had a coupler failure. No repairs were made to the car by the switch crew. Switch and road engines are equipped with chains which are specifically designed to enable switch crews to chain up cars with faulty couplers in order to remove them from their work location or to handle them to a repair track. The switch crews have done so for many years. Rules #118 and #119 do not apply since there was no wreck involved. The Board finds that under the circumstances of this record, this work did not belong to the Carmen.

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 20th day of June, 1979.