

The Second Division consisted of the regular members and in addition Referee James F. Scearce when award was rendered.

Parties to Dispute: { System Federation No. 7, Railway Employees'  
{ Department, A. F. of L. - C. I. O.  
{ (Carmen)  
{  
{ Soo Line Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement the carrier violated Rules 28-94 97 and 98 when they secured the services of an outside Contractor, Berg and Henn with six men and three Cat's D 1-2-3 from Wyoming, Minn. to rerail cars at derailment at Chittamo, Wisconsin.

The Carmen listed below are members of the Superior, Wis. wreckers crew. Due to the fact that the Wrecker and sufficient number of Carmen were not called for the derailment, compensated pay is being claimed for work performed by other than Carmen.

Claimants are claiming as stated:

Brian Cadotte      Rest day's Wed. and Thur. available for service

Oct. 15 12 hours time & 1/2  
Oct. 16 17 hours time & 1/2 total 29 hrs. at time & 1/2 (rate).

Patric McGrath

Oct. 15                      8 hours time & 1/2  
Oct. 16  
Order for Work 6:00 am.          2 2/3 hours time & 1/2 for call  
4:00 pm. to 11:00 pm          7 hours time & 1/2 total 17 2/3 hrs. at  
time & 1/2 (rate).

Rudolph Aspdahl

Oct. 15               8 hours time & 1/2  
Oct. 16  
Order for Work 6:00 am.          2 2/3 hrs. time & 1/2 for call  
4:00 pm. to 11:00 pm.      7 hrs. time & 1/2 total 17 2/3 hrs. at  
time & 1/2 (rate).

John Pooler 3:30 to 11:30 Shift Stinson Yd.

[illegible]

Eino Jurvelin 3:30 to 11:30 Shift Stinson Yd.

Oct. 15 12:30 to 3:30 pm. 3 hrs. time & 1/2  
11:30 to 12 midnight 1/2 hr. time & 1/2  
Oct. 16 6:00 am. to 3:30 pm. 9 1/2 hrs. time & 1/2  
total 13 hrs. time & 1/2 (rate).

Norman Hantala

Oct. 15 8 hrs. time & 1/2

Oct. 16  
Order for Work 6:00 am. 2 2/3 hrs. time & 1/2 for call  
4:00 pm. to 11:00 pm. 7 hrs. time & 1/2 total 17 2/3 hrs. time  
& 1/2 (rate).

2. That accordingly the Carrier be ordered to additionally compensate the above mentioned Carmen and the above specified amounts of hours at the time and one-half 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 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.

This dispute arises out of an action by the Carrier when, on October 15, 1975, a derailment blocked the main line at Chittamo, Wisconsin. After a survey of the situation, the Carrier determined it needed the equipment of an outside contractor -- the situation and lack of equipment of its own to accomplish such work prompting such decision. It thus called in an outside contractor, concurrent with dispatching a contingent of its wreck force from its Superior, Wisconsin, facility. A crew of Sectionmen was also dispatched to the site to restore the trackage which had been rendered impassible by the derailment. Work to complete rerailment and repair the tracks covered about 30 hours. Claim is initiated by six members of the Superior wreck crew who were not called for this assignment.

The Organization contends violation of Rules 28, 94, 97 and 98 which it claims reserves such work to members of the wreck crew and past practice by which the Carrier has used its own equipment and wreck crew to perform such work exclusively; it admits such practice has been altered in "recent years".

The Carrier points to its right to determine how a derailment is to be handled, the emergency situation of the wreck (i.e. blocking the main line), its assessment of a lack of its own equipment to handle this particular situation and its adherence to those Rules directly applicable to wrecks -- Rules 97 and 98. In particular, Rule 98 requires that a "sufficient number" of wrecking crew members be assigned where -- as here -- the derailment occurs outside the yard limits. The Carrier points out that reference to wrecking work is absent from other cited rules, and that, thus, it is not necessarily reserved to the carman craft.

We find no basis to sustain the Organization's claim herein. The Carrier clearly made judgment of a need of outside equipment, the record supports the claim that the situation required prompt action and, per Rule 98, a crew from the wreck forces was on the job to support the outside Contractor and to perform its regular duties as well.

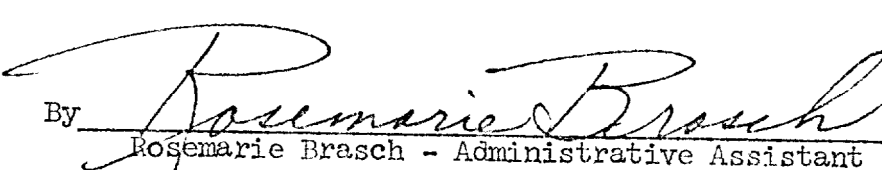
A W A R D

Claims are 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 8th day of August, 1979.