

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(
(Elgin, Joliet & Eastern Railway Company

Dispute: Claim of Employees:

1. That the Elgin, Joliet & Eastern Railway Company violated Rule 50 of the current working agreement when they used the wreck truck and crew with the Mobile Crane #225 instead of the Carmen from the regularly assigned wrecking crew to rerail eight (8) freight cars at Chicago Heights, Illinois.
2. That the Elgin, Joliet and Eastern Railway Company be ordered to compensate Carmen Paul Lopez, Clarence Cook, Jim Pampuch and Joseph L. Bick, all members of the regularly assigned wrecking crew, eight (8) hours straight time and four (4) hours and twenty (20) minutes at the time and one half rate each for the above rule violation.

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 here is concerned solely with whether or not a violation of Rule 50 occurred when the Carrier utilized the Holmes Mobile Crane No. 225 and Joliet Wreck Truck No. 157 to rerail eight cars in Chicago Heights, Illinois, rather than call the "regularly assigned wrecking crew" consisting of Carmen from the Joliet, Illinois wreck crew.

The pertinent portion of Rule 50 reads as follows:

"Rule 50 (b). When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will, if necessary, accompany outfit. For wrecks or derailments within yard limits sufficient Carmen will be called to perform the work."

Since the derailed cars were "outside of yard limits", it is only the first sentence of Rule 50 (b) which would be applicable if the claim were to be sustained.

The Organization rests its case on the definition of "wrecking crews", implying that the personnel used for the Holmes Mobile Crane is such a "crew" and the "regularly assigned" crew of Carmen must be called.

The Carrier contends, to the contrary, that Rule 50 (b), first sentence, is applicable only when the wrecking train derrick outfit is used and concedes that "when" such equipment is used, Carmen must be called. The Carrier further contends, however, that the rule does not apply when a different type of equipment, such as the Holmes Mobile Crane, is employed.

The Board does not read Rule 50 (b) to give the type of work jurisdiction sought by the Organization. The rule does not cover other than "wrecking crews" which phrase has consistently been interpreted to bind the Carmen in its selection of personnel when the wrecking outfit, i.e., the wreck train, is used.

Rule 50 (b) does not prohibit the use of the highway-operated Holmes Mobile Crane nor mandate the use of the Claimants when this crane is put into service. Unless the Carrier and the Organization themselves agree that the recently acquired Holmes Mobile Crane is included within Rule 50 (b), the Board obviously may not make such finding on its own initiative.

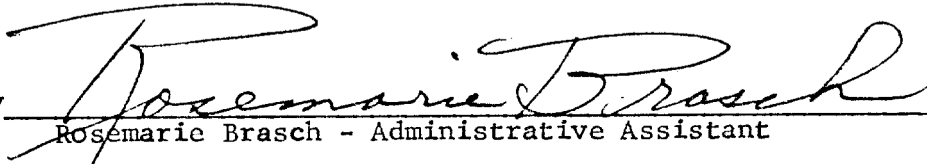
A W A R D

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 14th day of January, 1981.