

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Boston and Maine Corporation

Dispute: Claim of Employes:

1. That the Boston and Maine Corporation (hereinafter referred to as the Carrier) violated the service rights of Carman C. Ilnicky, a regularly assigned member of the East Deerfield, MA wrecking crew, and Rules 112 and 113 of the controlling agreement, when Foreman-Wreckmaster H. Beaudoin performed carmen's work and wrecking service at the scene of a derailment at the turntable at the East Deerfield Engine House on March 13, 1983.

2. That accordingly, the Carrier be ordered to additionally compensate Carman E. Ilnicky four (4) hours at the carmen's pro-rata rate of pay on account of 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 employes 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.

On March 14, 1983, a Jet Snowblower derailed at Carrier's East Deerfield Engine House. The Carrier utilized a Supervisor and a Carman to operate a Gallion Crane, which was used in the rerailling operation.

The Organization argued the above incident was a violation of Work Rules 112 and 113. The Supervisor was performing a Carman's work by, among other things, hooking up the hoist and cables. The Organization stated this work is exclusive to the craft, and the Claimant was available. The Organization submitted numerous Awards in support of their position.

The Carrier argued the equipment that derailed was exclusive to the Machinist's craft. The Gallion Crane is limited exclusively to use on the repair track at East Deerfield and is not for the purpose of rerailling equipment. Because the unit was immobilized in the turntable and was blocking the movement of freight locomotives, the Carrier needed to conduct the rerailling as soon as possible. The Carrier argued that the Carman's craft does not have exclusive rights to rerailling activities and notes that Trainmen under certain circumstances since 1945 have been able to reraill cars by means of a pulling operation. In addition, the Carrier notes there is a practice of rerailling track equipment performed by crafts other than the Carman craft.

The Board upon complete review of the evidence finds that Rule 112 (c)(6) reads in pertinent part:

"For wrecks within yard limits, sufficient carmen, preferably members of the regular assigned wrecking crew, if available, will be called to perform the work."

This Board has rather consistently held that, where a Rule clearly grants the exclusive right to perform work in question, then that work will accrue to the craft. The question in this case is, "Does the rule cited above clearly give exclusive rights to the carman's craft?" The Board finds that it does (there is no question of an exception as noted for Trainmen in the above paragraph). Since the Supervisor was required to perform work belonging to this craft, "sufficient carmen" were not called, and therefore the Claim will be sustained for 4 hours at the Carman's pro-rata rate of pay.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1986.