

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

(Brotherhood Railway Carmen of the United States
(and Canada
PARTIES TO DISPUTE: (
(Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM:

1. That the Southern Pacific Transportation Company violated the terms of Rule 5(b), 19 and III(c) of the current working agreement when the Carrier failed to properly call and compensate Carmen T. C. Lozano, Jr., B. R. Diaz, B. L. Landingham and R. P. Pina on May 29, 1986.

2. That accordingly, the Southern Pacific Transportation Company be ordered to compensate Carmen T. C. Lozano, Jr., B. R. Diaz, B. L. Landingham and R. P. Pina three (3) hours each at the overtime rate of pay for May 29, 1986.

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 employees 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 facts in this case are not in dispute. On May 29, 1986, a truck trailer van disengaged from a railroad flat car and fell off of a moving freight train within the Roseville Yard limits. The fallen van blocked the main line track and Carrier used existing Carmen from the One Spot Repair Track to clear the obstructed track. The track was cleared utilizing the Isco Rerailing Truck which moved the van off the main line track.

The Organization asserts that the Carrier violated the Agreement when it assigned other than the relief outfit crew to clear the accident. The Organization argues that the relief outfit crew should have been called. The Organization also points to the fact that the obstruction was cleared utilizing the rerailing truck.

The Carrier denies any violation of the Agreement and argues that moving the van was "no more than clearing any other debris, fouling any track." It maintains that no relief outfit work or wrecking service was performed.

In our review of this case we have searched the record for probative evidence required of the Organization as the moving party. Finding no such evidence we must deny the Claim. The Organization failed to present Agreement language which required the crew to be called. Rule 111(c) states that:

"When relief outfit is called for derailments or accidents, inside the yard limits at home point, only the necessary number of regularly assigned crew will accompany the outfit."

The crew was not called and the Agreement does not require that it be called. The Organization's reliance upon the use of the rerailling truck is misplaced. The record indicates that the truck was not utilized for rerailling. In addition, there is no Rule restricting Carrier's assignment of the truck only to the relief outfit crew.

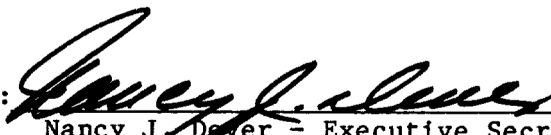
The Board finds no evidence of record by which to conclude that a derailment or accident occurred requiring a relief outfit crew or that the use of the rerailling truck in these circumstances indicates any Agreement violation.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1989.