

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ Division of TCU
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(Southern Railway Company

STATEMENT OF CLAIM:

1. That the Southern Railway Company violated the terms and/or provisions of the controlling Agreement, specifically Rule 135 and Article VII of the December 4, 1975 Agreement, when on January 13, 1989 the Carrier utilized the services of an outside contractor with equipment and ground forces and only called two members of the Carrier's assigned wrecking crew to perform the work at a derailment at Jackson, Tennessee.

2. That the Southern Railway Company be ordered to compensate the claimants herein who are members of the assigned wrecking crew at Sheffield, Alabama for all monetary losses suffered account of this violation: G. D. Averill and D. L. McCollum thirteen and one-half (13 1/2) hours of pay at the overtime rate and R. S. Martin Five and one-half (5 1/2) hours pay at the overtime rate.

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.

The record shows that on January 13, 1989, two (2) railroad cars were derailed at Jackson, Tennessee. The Carrier used two contractor employees, one Carman and two (2) derrick groundmen to reraill the two cars.

The Organization contends that the Carrier stands in violation of "Article VII - Wrecking Service" of the December 4, 1975 Agreement, particularly the clause which reads: "The contractor's ground forces will not be used, however, unless all available and reasonably accessible members of the assigned wrecking crew are called." The Rule is quite clear and specifically

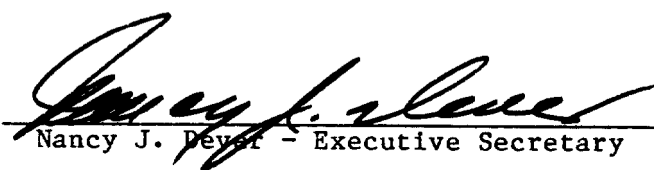
required the Carrier to call the "available and reasonably accessible members" of the wrecking crew. Part one of the Claim, therefore, is sustained. With respect to Part 2 of the Claim, it is sustained at the straight time rate.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1991.