

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12550
Docket No. 12327-T
93-2-91-2-117

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU
(
(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company)

STATEMENT OF CLAIM:

- "1. That the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) hereinafter 'carrier') violated the provisions of Rules 7 and 158 of the Shop Crafts Agreement between Transportation Communications International Union--Carmen's Division and the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (revised June 1, 1969) and the service rights of Carman A. Hales and R. Cales (hereinafter 'claimants') on September 3, 1988, when the carrier utilized Laborers D. Manis and P. Morrison to operate the pusher and the fork truck to rerail two boxcars.
2. That, accordingly, the claimants are entitled to be compensated for four (4) hours pay each at the applicable Carmen's rate for said 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.

As Third Party in Interest, the International Brotherhood of Firemen and Oilers was advised of the pendency of this dispute, but chose not to file a submission with the Board.

On September 3, 1988, two boxcars derailed north of the Power House at Carrier's Raceland Car Shop. In the ensuing rerailling operation Carrier utilized the services of a Carman and two Laborers. The Organization claims that using two Laborers, working under the Firemen & Oilers Agreement, was a violation of Rule 158, reading:

"When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work."

In this case it is obvious that one Carman was all that was needed to perform the rerailling work. The Rule cannot be fairly read to mean that all employees used in the rerailling activity must be Carmen. This Board has repeatedly held that rerailling cars within yard limits is not the exclusive work of Carmen. (See Second Division Award 6454 for example.)

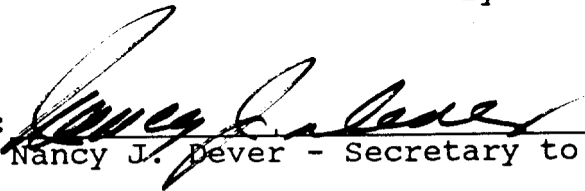
The Claim is without merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Secretary to the Board

Dated at Chicago, Illinois, this 28th day of July 1993.