

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12558
Docket No. 12408-T
93-2-91-2-213

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
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(Southern Pacific Transportation Company

STATEMENT OF CLAIM:

- "1. That the Carrier violated the terms of the controlling agreement between Southern Pacific Transportation Company and the Organization, effective April 16, 1942, as subsequently amended, Rules 33(a), 111(a), (b) and 50 and Article VII, 1, 2, of the December 4, 1975 Agreement when they improperly augmented the Sparks, Nevada relief outfit crew with other than carmen on February 14, 1990.
2. That accordingly, the Carrier be ordered to compensate Carmen E. R. Clabaugh and R. T. Sullivan for an additional four (4) hours at the pro rata rate of pay."

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 Electrical Workers was advised of the pendency of this dispute and filed a Submission with the Board.

On February 14, 1990, an inter-bearing on Locomotive 7407 started running hot and had to be set out at Lovelock, Nevada. Carrier sent an Electrician and a Carman to the location to effect necessary repairs. Also, a local contractor supplied a mobile crane to lift the locomotive so that the repairs could be made.

The instant Claim was filed contending that a Carmen Wrecking Crew should have been called to perform the work.

The Organization is in error when it contends that its Wrecking Service Rule 111 which pertains to "derailments or accidents, outside of yard limits," is pertinent here. There was no derailment or accident, the locomotive was merely cut from the consist and placed on a siding without further incident.

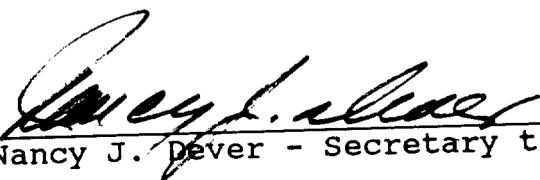
The Rule that does apply to the repair procedure is Rule 13, Emergency Road Work. Pursuant to that Rule, a Carman and Electrician were dispatched to the site of the disabled Unit to effect a wheel change. There is no showing in this record that Carmen's work required in the wheel change was not performed by the Carman dispatched to the site.

The Claim is without merit. It will be denied.

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.