

**Award No. 853
Docket No. 807
2-CRI&P-CM-'42**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

(Frank O. Lowden and Joseph B. Fleming, Trustees)

DISPUTE: CLAIM OF EMPLOYEES:

(a) That this carrier, on December 27, 1941, violated the controlling agreement rules of the current agreement by improperly assigning wrecking crew employees to accompany the sixty (60) ton wrecker to Montieth, Iowa, to rerail locomotive 1863.

(b) That Lead Carman Frank Danberg, of Cedar Rapids, Iowa, be compensated because of this violation in the amount of 65½ hours, at the time and one-half rate computed on his basic hourly rate of ninety three cents (93¢) per hour.

(c) That Carman Frank Kindal, Cedar Rapids, Iowa, be compensated in the amount of 65½ hours at the time and one-half rate computed on his basic hourly rate of eighty-eight cents (88¢) per hour.

(d) And, that Carman Helper Harry Coates, Cedar Rapids, Iowa, be compensated in the amount of 65½ hours at the time and one-half rate, computed at his basic hourly rate of seventy cents (70¢) per hour.

JOINT STATEMENT OF FACTS: This carrier maintains two wreckers at Cedar Rapids, Iowa, the division headquarters for the Cedar Rapids division; one of the one hundred ton class and one of the sixty ton class. One wrecker of the one hundred ton class is maintained at Des Moines, Iowa, the division headquarters of the Des Moines division.

In accordance with Rule 114 of the controlling agreement each of these wreckers stationed at Cedar Rapids has a regularly assigned crew composed of carmen and helpers.

The employees regularly assigned to the sixty ton wrecker at Cedar Rapids on December 27, 1941 were as follows:

John J. Vanous	—Engineer
Frank Danberg	—Leadman
Frank Kindal	—Carman
John Erickson	—Carman

The Des Moines wrecker also had a regularly assigned crew assigned to it.

On December 27, 1941, this sixty ton wrecker was sent from Cedar Rapids, Iowa, to Montieth, Iowa (a station located on the Des Moines division) to rerail Engine No. 1863. The regularly assigned crew at Cedar Rapids, Iowa, was called by Car Foreman Gregory at 4:00 P. M., December

signed to a certain wrecker be used with that wrecker regardless of when and where it may be used?

Here a wreck occurred on a branch line of the Des Moines division. The wrecker on the Des Moines division was too heavy to send out on the branch line and a small wrecker from a neighboring division, the Cedar Rapids Division, was used, and the wrecking crew assigned to the Des Moines division wrecker used to man it, with the exception that the Cedar Rapids division wrecking engineer was used because he was familiar with the operation of the small wrecker.

The employes say that because a small wrecker was maintained by the carrier at Cedar Rapids that only Cedar Rapids division carmen could be used to man it. The carrier contends that its wreckers are to be used wherever and whenever they may be needed and that it was not mandatory in this case that a crew of Cedar Rapids division carmen man it. The Des Moines division wrecking crew, which was used, was composed of carmen of the Des Moines division. There is no question involved here of using other than carmen to man the wrecker. All employes used to man this small wrecker were employes covered by the carmen's agreement. The only obligation of the carrier is that it use a wrecking crew composed of men as provided in the first paragraph of Rule 114. That rule was fully complied with.

In this case it was not necessary to call the Cedar Rapids division wrecking crew. The Cedar Rapids division wrecking crew was not needed to augment the Des Moines division crew. The Des Moines division crew used their own tools and outfit.

There is no basis on which a claim such as here made can be sustained and it should be denied.

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.

The parties to said dispute were given due notice of hearing thereon.

The Cedar Rapids wrecker was used for derailment on a branch line and other than the regularly assigned crew performed the work. Rule 114 of the agreement provides:

“* * * When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. * * *”

In this instance the regularly assigned crew, with the exception of the engineer, did not accompany the outfit.

AWARD

The regularly assigned wrecking crew shall be paid the difference between that which they earned and that which they would have earned had they accompanied the outfit.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 3rd day of November, 1942.