

Award No. 979

Docket No. 917

2-B&M-CM-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYES:

1. That on January 12, 1942, the carrier violated the controlling agreement and Rules 109, 112 and 113 thereof by:

(a) The assignment of two machinists and two machinist helpers to accompany the wrecking outfit from Boston to East Fitchburg to condition tender of Locomotive No. 4107, so that engine could be moved.

(b) The assignment of said two machinists and helpers to remove and apply No. 4 tender wheels of Locomotive No. 4107.

(c) Not assigning the regular assigned Boston wreck crew to accompany the wreck outfit.

2. That in consideration of the aforesaid violations, the regular assigned wreck crew—

(a) Daniel McLaughlin, George Sherman, Grzegosz Wlodyka, Anthony Giordano and Fay DeLong each be additionally compensated on January 12, 1942, from 3:30 P. M. to 9:30 P. M., six hours at time and one-half rate of pay.

(b) Felix Dobrowolski be additionally compensated on January 12, 1942, from 11:30 A. M. to 3:00 P. M. three hours and thirty minutes at time and one-half rate of pay.

(c) Frank Goscinak be additionally compensated on January 12, 1942, from 11:30 A. M. to 9:30 P. M., ten hours at time and one-half rate of pay.

EMPLOYEES' STATEMENT OF FACTS: The carrier maintains at Boston, Massachusetts, a wrecking outfit and a regularly assigned wrecking crew which consists of seven carmen in addition to the wreck master, the assistant wreck master, the crane operator, and four extra crew carmen who are used to fill vacancies occurring in the regular crew from time to time.

road was obliged to use a regularly assigned wrecking crew. There was no wreck. There was no derailment. A tender wheel was to be changed while the engine was on the track and could have been operated.

The carrier does not question the make-up of the regularly assigned wrecking crew, but it does say that Rule 112 does not require the regularly assigned wrecking crew to be called in every instance when running repairs are to be made on the road. Since no wrecking crew was called for this work, Rule 113 does not apply and the regularly assigned crew did not have to accompany the outfit. Rule 113 is not applicable in this case because no wrecking crew was called, because there was no wreck and because there was no derailment. Therefore, as none of the rules mentioned is applicable, claim 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 waived right of appearance at hearing thereon.

The evidence of record does not, in the circumstances of this proceeding, disclose any violation of Rules 112 and 113 of the controlling agreement. If the renewal of the tender wheels is carmen's work, within Rule 109 of the agreement, the claimants would not be the carmen entitled to that work, and the claim was not submitted on their behalf on this basis.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 3rd day of November, 1943.