

Award No. 2164

Docket No. 1931

2-SLSW-CM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than regularly assigned wrecking crew (Carmen) were improperly used on July 31, 1951, at Trinity River Bridge, near Trinidad, Texas, to clear wrecked cars off the Bridge.

2. That accordingly the Carrier be ordered to: a) Additionally compensate the members of the regularly assigned wrecking crew maintained at Tyler, Texas, Messrs. S. E. Davis, J. F. Geddie, W. T. Duncan, C. A. Richardson, Jr., W. H. Post, W. Kelly, and twenty-two (22) Carmen from the Carmen's overtime board for the time other than Carmen were engaged in wrecking service on July 31, 1951.

b) Additionally compensate Engineer R. B. Howard for such time as an employe or employes other than Carmen were used to complete the clearing of the wreck after he was instructed to return to Tyler, Texas.

EMPLOYEES' STATEMENT OF FACTS: The St. Louis Southwestern Railway Company of Texas maintains at Tyler, Texas, one of its major points, a complete wrecker outfit with a regular assigned crew, with the following equipment maintained in the wrecker:

“SSW—96003—75 ton steam derrick
SSW—96195—Tool Car
SSW—96205—Block and water car
SSW—94946—Tool car
SSW—96601—Lidgerwood
SSW—94005—Bunk car
SSW—95046—Diner
SSW—95022—Kitchen

Here it is claimed that the carrier should have sent 28 carmen a distance of 53 miles with a lidgerwood to pull three cars along the rails a distance of a few hundred feet. At wrecks only the wrecking crew is sent out. The rule does not provide for additional carmen at wrecks or derailments outside of yard limits. Here the work claimed was not picking up wrecked or derailed equipment and it is claimed that four times the number of men on the wrecking crew held rights to service.

The work here claimed was during the assigned hours of the carmen at Tyler.

The carrier respectfully submits there was no work of carmen involved and requests that the claim 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.

On July 30, 1951, at 8:25 P.M., a train proceeding south from Tyler, Texas, to Corsicana, Texas, derailed several cars as it entered upon the Trinity River bridge from the east end. Four cars passed over the bridge and turned over on the approach clear of the track. One pair of trucks from one of these cars remained on the approach trestle and fouled the track. Four cars were left standing on the bridge east of the car trucks. These cars could not be reached with a locomotive because of the defective condition of the bridge.

A lidgerwood was used to pull the three empty cars off the bridge. A lidgerwood is described in the record as a cable pulled by a steam operated drum mounted on a car. A carman engineer accompanied the lidgerwood from Tyler and with the aid of Maintenance of Way forces, the cars were pulled from the bridge. After the bridge was repaired, the local crew pulled the loaded fourth car off the bridge. On August 6, 1951, the wreckers and wrecking crews from Tyler and Texarkana picked up the cars which had been turned over near the approach trestle. The claim is that the pulling of the three empty cars from the bridge with the lidgerwood was wrecking work and a claim by the wrecking crew at Tyler and twenty-two other carmen is here made for the loss of the work.

It is the contention of the carrier that the use of the carman engineer and the lidgerwood was not in wrecking service; that the lidgerwood was sent to the Trinity River bridge for the purpose only of furnishing motive power to move the three cars across the bridge as a substitute for a locomotive which could not be used because of the condition of the bridge; and, consequently, that no wrecker service was involved. There is conflicting evidence as to whether or not the lidgerwood was a part of the regular wrecker equipment. It is used by other departments when needed as well as by carmen in wrecker service. It appears, however, that when the wrecker crew is called outside of yard limits, the lidgerwood is always taken along as a part of the wrecker equipment.

We are of the opinion that in the present case the lidgerwood was used in wrecker service. Its use was due entirely to the derailment. While it is true, but for the damage to the bridge, a locomotive could have pulled the cars off the bridge, the weakness of the bridge and the necessity to use the lidgerwood instead of a locomotive was due entirely to the derailment. Under these

circumstances the call for the lidgerwood and the removal of the cars over the weakened bridge was wrecker service.

The claim for the twenty-two carmen who were not assigned to the regular wrecking crew cannot be sustained. The rule requires only that the regular assigned crew accompany the outfit.

Claim 1 will be sustained. Claim 2(a) is sustained as to the regularly assigned wrecking crew at Tyler, Texas, and the claim denied as to the twenty-two carmen from the overtime board. Claim 2(b) denied.

AWARD

Claim sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of July, 1956.