

**Award No. 2286
Docket No. 2275
2-AT&SF-MA-'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. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Machinists)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYES:

1. That under the controlling agreement the Carrier improperly denied Machinist R. E. Stewart the right to accompany the wreck repair crew to Bartlesville, Oklahoma on January 15, 1955 to rerail Locomotive 1535.

2. That, accordingly, the Carrier be ordered to additionally compensate the above-named machinist for eight (8) hours, fifteen (15) minutes at the time and one-half rate.

EMPLOYES' STATEMENT OF FACTS: R. E. Stewart, hereinafter referred to as the claimant, is employed by the Atchison, Topeka and Santa Fe Railway System, hereinafter referred to as the carrier, as a machinist at its Chanute, Kansas, roundhouse and at the time of the instant claim was next out on the road trip Board at Chanute.

On January 15, 1955, the carrier elected to send Car Foreman Lowell Kreider, two carmen and Electrician K. C. Johnson from Chanute to Bartlesville, Oklahoma to rerail locomotive 1535 and repair damage sustained in the derailment.

Electrician Johnson assisted in removing damaged gear case cover on Engine 1535, together with the other duties to which he was assigned. The wrecking crew were paid for 8 hours and 15 minutes at the time and one-half rate.

Locomotive 1535 suffered considerable damage to the brake rigging in addition to the damaged gear case, as was discovered by claimant and Machinist Helper Holman when they were sent to Bartlesville, Oklahoma on January 16, 1955, to replace the damaged gear case cover, which had been repaired at Chanute.

(8) Under the circumstances prevailing in the instant dispute, Shop Crafts' Rule 55, which the employes have cited in support of their claim, could not possibly have application.

(9) Finally, the work of repairing the damage to the locomotive, which, incidentally, was discovered only after the locomotive was rerailed, and consisted of (repairing and replacing the gear case cover and repairing the brake rigging) was performed by employes of the machinists' craft, January 16, 1955, the day following the derailment.

The carrier respectfully reasserts that the employes' claim in the instant dispute is entirely without support under the agreement rules and should be denied for the reasons previously advanced herein.

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.

Claimant is a machinist employed at the roundhouse at Chanute, Kansas. At the time the present dispute arose, he was next out of the Road Trip Board at that point.

On January 15, 1955, locomotive 1535, a diesel locomotive assigned to switching service at Bartlesville, Oklahoma, was derailed at about 7:25 P. M. The locomotive engineer and Station Agent made an inspection of the derailed locomotive. The agent reported to the Mechanical Department at Chanute that the front trucks on the locomotive were derailed and that no visible damage to the locomotive existed. Carrier sent an Electrician and two Carmen to assist in rerailing the engine. The Electrician was needed to cut out the traction motors on the derailed trucks. The Carmen and the Engine Watchman, the only Mechanical Department employe at Bartlesville, rerailed the engine. After the rerailing was completed it was discovered that the gear case cover had been punctured and that there was some damage to the brake rigging. The engine watchman with some assistance from the others removed the damaged gear case cover. It was taken to Chanute by truck and repaired. Claimant returned with the repaired gear case cover, replaced it and repaired the brake rigging. The claim here made is that claimant should have been sent to Bartlesville in the first instance to perform the work of removing the gear case cover and such other machinist's work that was then to be performed.

The employes cite the following rules in support of their position:

"Rule 55: In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the Wreck Foreman."

"Rule 55, Memorandum No. 1. When a locomotive is disabled in addition to derailment, and it is desired to move the locomotive in under its own power, a Machinist and Helper will be sent with the wrecker to place the locomotive in condition to operate."

We point out that the foregoing rules have application where engines are derailed and disabled. The evidence in possession of the Carrier at Chanute was that the front trucks were derailed and that there was no visible damage to engine. The Carrier did not even dispatch a wrecker to

the scene of the derailment. The damage to the gear case cover and the brake rigging was not discovered until the rerailing was completed. The evidence is very conflicting as to whether the damage was the result of the derailment or whether it occurred during the rerailing. The record does not establish facts from which the Carrier could reasonably know that a machinist should have been sent to the scene of the derailment in the first instance. The controlling rules are set forth in Awards 1456 and 1864. A denial award is required.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1956.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2286

Rule 55 of the controlling agreement and interpretation, Memorandum No. 1, covering said rule provides that when a locomotive is disabled, in addition to being derailed, a machinist and a helper will be sent to place the locomotive in condition to operate.

The record shows that Diesel locomotive No. 1535 was derailed and disabled and the carrier failed to comply with the provisions of controlling Rule 55—therefore the award is erroneous.

Edward W. Wiesner

R. W. Blake

C. E. Goodlin

T. E. Losey

George Wright