

Award No. 4281
Docket No. 3963
2-CRRofNJ-CM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 72, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

DISPUTE: CLAIM OF EMPLOYEES:

(1) That the provisions of the agreement were violated January 4, 1960 when the Carrier sent the Bethlehem, Pennsylvania wrecking outfit to Ashley, Pennsylvania without the regularly assigned crew.

(2) That the provisions of the agreement were violated when the Carrier substituted other employes for the regularly assigned crew on January 5, 6, and 7, 1960.

(3) That accordingly, the Carrier be ordered to compensate the following named regularly assigned Bethlehem crew in the amount they would have received had they been called to perform the work:

Fred Keck
Rudolph Brown
Harold Wagner

Webster Snyder
Paul Hittinger
Norman Reppert

EMPLOYEES' STATEMENT OF FACTS: The carrier maintains a wrecking outfit at Bethlehem, Pennsylvania and a regular assigned crew. The above mentioned members of the crew are employed as carmen on the Allentown repair track. These men will hereinafter be referred to as claimants employed by the Central Railroad of New Jersey, and the railroad company hereinafter identified as the carrier.

On January 3, 1960 it was necessary to call Mr. W. Saunderson, the regular assigned Bethlehem wrecking derrick engineer to operate the Ashley derrick, due to illness of the regular assigned Ashley derrick engineer.

On January 3, 1960, the Ashley wreck service train and all available regular assigned crew members were called to clear up a wreck on the Nanticoke Branch in the Ashley area.

This, of course, does not mean that the entire crew will accompany the outfit, but that "a sufficient number" will accompany it which, in the instant case, was the derrick engineer and fireman only.

Under the circumstances, it is the position of the carrier that they have complied with the agreement of the employes in the instant case, and inasmuch as there is no merit to their claim it should be denied in its entirety.

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.

The factual situation, the Rule, the Organization and Carrier are the same herein as they were in Award No. 4280, except that the derailment occurred on Carrier's Nanticoke Branch, near Ashley, Penna., and Ashley Carmen were used in conjunction with the Bethlehem derrick and idler and the Bethlehem engineer and fireman.

That which we said in Award No. 4280 is equally applicable here, and the claims of the regularly assigned Bethlehem wrecking crew members must be sustained.

AWARD

Claims sustained. Claimants to be compensated at their applicable rate for a time corresponding to the time for which the Bethlehem engineer and fireman were paid.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July 1963.