

collective bargaining agreements which is in direct conflict with universally recognized principle of contract construction.

For the foregoing reasons, the carrier respectfully requests that this 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.

Parties to said dispute were given due notice of hearing thereon.

Claim is made on behalf of Carman Edward W. Winchell, at the wrecking engineers rate of pay for 50½ hours, for the failure of Carrier to call claimant for service at Coburg, Montana on July 6 and 7, 1963, as derrick engineer. That such action by Carrier, constitutes a violation of the Agreement.

Carrier contends the Claimant here was employed as a Carman mechanic in the Car Department, Havre, Montana. In addition Claimant held a part-time assignment as wrecking derrick operator on the Havre wrecking crew, which he had obtained by exercise of seniority rights as provided by Rule 88 of the effective Agreement between the parties. Carrier further contends that on November 16, 1962, claimant resigned from said part time assignment and no longer held such regular assignment on the wrecking crew.

From a review of the record here before us we are of the opinion that there is no evidence before us to support a sustaining award. The Claimant has produced no evidence that Carrier has violated the provision of Rule 19(b). To the contrary, claimant by his resignation from the part time assignment held removed himself as an assigned member of the wrecking crew, and Carrier was under no obligation to call him for service as alleged. The employe called by Carrier was listed on the overtime call list and was properly given the assignment involved here. Under the facts here, there is nothing contained in Memorandum No. 33 to support the claim before us.

The claim should be denied.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1966.

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**Award No. 4904**

**Docket No. 4824**

**2-GN-CM-'66**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

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

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Carmen)**

**GREAT NORTHERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current agreement an improper man was called for wrecking service on July 6, 1963.
2. That accordingly the Carrier be ordered to compensate Carman Edward W. Winchell in the amount of 50½ hours, at the wrecking engineer's rate of pay, account of said violation.

**EMPLOYEES' STATEMENT OF FACTS:** The Great Northern Railway Company, hereinafter referred to as the carrier, maintains car repair facilities at Havre, Montana. Carman Edward W. Winchell, hereinafter referred to as the claimant, holds seniority on the carmen's roster at this point and is qualified to run the wrecking derrick although he holds no regularly assigned position on the wrecking crew nor is he listed on the overtime call list at this point.

On Saturday, July 6, 1963, the Havre wrecking outfit and crew were called for a derailment at Coburg, Montana. They were paid 35½ hours for July 6, 1963 and 15 hours for July 7, 1963. This is the amount of time claimed by the claimant who was on his rest days, available and qualified to operate the derrick.

At the time of this derailment the regularly assigned derrick engineer was on vacation.

Carman L. Golie, a qualified derrick engineer on the overtime call list, was called to replace the vacationing derrick engineer.

At this point it is the practice to take a relief engineer.

Carman Englehardt, a qualified derrick engineer on the overtime call list was called for this assignment. But, Carman Englehardt was not eligible or