



Award No. 6210

Docket No. 6010

2-IT-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee David Dolnick when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 154, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

ILLINOIS TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement the Carrier improperly used other than members of the regularly assigned wrecking crew to perform wrecking service in June, 1969.

2. That accordingly, the Carrier be ordered to make the regularly assigned wrecking crew whole by additionally compensating wrecking crew members C. L. Taylor, A. R. Houston, E. Quade, G. L. Mansfield, E. L. Crawford, Larry Hernandez, Leonard Hernandez and A. D. Gaines in the amount of eighty (80) hours each at the time and one-half rate of their respective rates.

EMPLOYES' STATEMENT OF FACTS: The Illinois Terminal Railroad Company, hereinafter referred to as the carrier, secured trackage rights over the Illinois Central Railroad tracks through an area including Livingston, Illinois, which is just north of Alhambra, Illinois. On May 7, 1969, one of the Carrier's through freights became derailed on the Illinois Central tracks near Livingston, Illinois. The Illinois Central Railroad Company immediately cleared the derailed cars away from its main line so trains could operate over the tracks.

Many of the cars involved in the derailment were destroyed. However, ten (10) of the cars were salvagable. In the early part of June, 1969, the Emergency Wrecking Service of Virden, Illinois was employed by the Illinois Terminal (carrier) to pick up the ten cars that were salvagable and move them to the carrier's own tracks at Staunton, Illinois (a distance of approximately eight (8) miles) where four (4) of the cars, TLDX 5192, MOHX 2565, PSPX 23598 and C&I 993680 were rerailed on their own tracks for movement. Carrier's crew was then sent to Staunton to tie down and ready the ten cars for movement. It is estimated that it took eight (8) hours for the crew to rerail each of the ten cars.

Once the equipment reached our property, carmen of this carrier performed the work necessary to put the equipment in condition to be safely moved in a train over the rails of this carrier. Since the carrier could not do the work here complained of, as it did not own the necessary equipment to transfer these cars over highways, the employees have no justifiable complaint. Award 2338 of the Third Division points out that work may be contracted out when it appears that it requires equipment that the carrier does not possess or skilled workmen not in carrier's employ. It is not disputed that carrier did not have the equipment nor the help, skilled in moving freight cars over Illinois state highway with mobile road equipment. This type of work is invariably performed by drayage companies, skilled in the movement of large oversize shipments. Also see Awards 2186, 2383, 2937, 3433 and 3875 of the Second Division.

Carrier requests, for the foregoing reasons, that petitioner's Statement of Claim 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.

Award No. 6177, after reviewing a number of Awards of this Board, reaffirms the well-established principle that "derailment work outside a yard is not exclusively the work of Carmen." The derailment here occurred on the tracks of the Illinois Central Railroad, and not in this Carrier's yard. The rerailling work was performed by a contractor held by the Illinois Central. That contractor did work which, if it belonged to Carmen, was work of Illinois Central Carmen, and not of Claimants. The mere fact that this Carrier had trackage rights on the Illinois Central tracks does not give the instant Claimants the right to clear the IC tracks. Many trains operate on this route. It was the right of the Illinois Central to clear the track so that its trains could operate over the main line where the wreck occurred.

Even if the Claimant had a right to reraill the cars, it was not work which belongs exclusively to them because the derailment occurred out of this Carrier's yard.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December, 1971.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.