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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6345
Docket No. 6168
2-GM&O-CM-'72

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: (System Federation No. 29, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Gulf, Mobile and Ohio Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement Carrier improperly assigned other than Carmen to assist wrecking crew members in performing wrecking service at Enterprise, Mississippi on July 23, 1970.
2. That accordingly, Carman W. D. Kinard be additionally compensated in the amount of one (1) hour preparatory time at the straight time rate of pay, and eight and one-half (8-1/2) hours at the time and one-half rate of pay.

(Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 facts in this case can be concisely stated. The Carrier dispatched a wrecking crew to clear up a derailment. One of the regular crew was away at National Guard camp. Instead of calling the claimant, who was an off duty Carman, the Carrier sent out the wrecking crew without a replacement. Section Laborers at the scene assisted the crew in handling cables, hooks, making hitches and setting retrackers. The claimant now claims time and one-half pay for the one day he should have worked plus one hour preparatory claim. Both the Organization and Carrier have cited numerous prior awards to support their positions.

(The decision in this case turns on the question of whether or not Carmen had exclusive jurisdiction over the work performed by Section Laborers at the scene

of the derailment. Ordinarily, this issue is resolved by turning to the Classification of Work provisions in the agreement. If the work in question is expressly or by practice included within the classification reserved exclusively for Carmen then no other employees may perform such work. If the work is reserved for Carmen and it is performed at a wreck site then under Rule 509 "a sufficient number of the regularly assigned crew will accompany the outfit." Rule 509, standing alone, is not a work classification provision. It does not describe any work. It merely guarantees that Carmen will have wrecking crew assignments when there is Carmen work to perform on wrecks and derailments.

In this case the Claimant has failed to show that the work performed is included in the Work Classification provisions of the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 7th day of July, 1972.