

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

Parties to Dispute: (System Federation No. 7, Railway Employees
(Department, A.F.L.-C.I.O.
((Carmen)
(
(Burlington Northern Inc.

Dispute: Claim of Employees:

1. That the Burlington-Northern, Inc. violated Rules 7, 82, 83 and 86 of the Controlling Agreement in effect on the Burlington-Northern, Inc. when they assigned other than the regular assigned Klamath Falls wrecking crew (Carmen) to complete a derailment on December 12, 1973.
2. That accordingly, the Burlington-Northern, Inc. be ordered to additionally compensate Klamath Falls Carmen W. B. Galloway, John Fry, W. Esperson, G. Hergesheimer, W. Lasley and R. Malcomb in the amount of ten (10) hours at the time and one-half (1 1/2) rate for December 12, 1973.

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.

On November 18, 1973, forty-six cars derailed at Crescent, Oregon. The Klamath Falls wrecking derrick and crew were dispatched to the scene

along with the Pasco Washington Wrecking derrick and crew and four contractor supplied tractors. The Klamath Falls wrecker returned to its home base on November 29, 1973, after being in wrecking service for twelve continuous days. On December 12, 1973, a four-man section crew with a 20-ton crane went to Crescent to clear the various debris still left at the site and to load scrap and salvageable materials. The section crew loaded salvageable freight car parts, wheels and freight car trucks into two gondola cars. The regularly assigned members of the Klamath Falls wrecking crew, as claimants, contend that this loading work is exclusively their work.

We disagree. First of all we find that the loading of scrap and debris is not exclusively the work of a wrecking crew. See Award 4571.

The Organization does not contend that the clear language of the Agreement specifically gives the wrecking crew exclusive rights to the loading of wheels and trucks from demolished freight cars, but rely on Awards 4571 and 4572 to support its case. We found in Award No. 7084 that the loading of wheels was not within the holding of Awards 4571 and 4572. We find also that the loading of all car department parts, some scrap, some salvageable, where no judgement was exercised by the section crew as to what parts might or might not be salvageable (the section crew loaded everything) is not within the holding of Awards 4571 and 4572. We shall deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch /ae
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of September, 1976.