

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

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employes:

1. That the Missouri Pacific Railroad Company violated Rules 117, 119, and 120 of the current Agreement when General Foreman J. Van Sickle performed work of the carman's craft in assisting Carman M. A. Stewart in rerailling diesel unit No. 2096 at El Dorado, Kansas, March 2, 1978.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carman M. L. Purkey in the amount of four (4) hours at the pro rata rate for the above violation.

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 March 2, 1978, a diesel unit derailed at El Dorado, Kansas. There are no carmen employed at El Dorado. The carrier called a carman to take the emergency road truck from Wichita to El Dorado for the purpose of re-railing the unit. The carman was accompanied by a General Foreman who assisted in re-railing the unit by use of frogs and blocks. The Claimant, Mr. Purkey, is a carman based at Wichita. He was available for work and requests payment because allegedly the carrier violated the contract when it allowed the carrier officer to do carmen's work.

In claiming the work the Organization cites rules 119 and 120 of the agreement. Both of these rules relate to the use of wrecking crews. It freely concedes in its submission that carmen only have rights to re-railing under certain conditions. One of the conditions is when a wrecking outfit is called as it claims was the situation in the instant case.

In order to make rules 119 and 120 applicable it is necessary to establish that the road truck is in fact a wrecking truck. In attempting to so define the truck the Organization relies on a memo from the mechanical superintendent to

various officials in the company. That memo reads in pertinent part:

"Recently there has been a failure in properly notifying the chief dispatcher's office when a wheel change truck is out of service.

This piece of equipment is the same as a wrecker. In the future you will notify the following offices each time a truck is out of service ... When a truck is back in service, notify all concerned ... We will not tolerate these trucks out of service any longer than necessary."

The memo fails to define the truck as a wrecker for functional purposes. It simply points out that the truck is on a par with the wrecker in importance and must be given the same careful attention as the wrecker. It should also be noted that an inner company memo does not constitute a contract. Rules 119 and 120 are inapplicable to the circumstances in this case. The Organization does not describe any rule which was violated by use of the road truck. We conclude that re-railing without the use of special equipment is not exclusively carman's work. The contract was not violated.

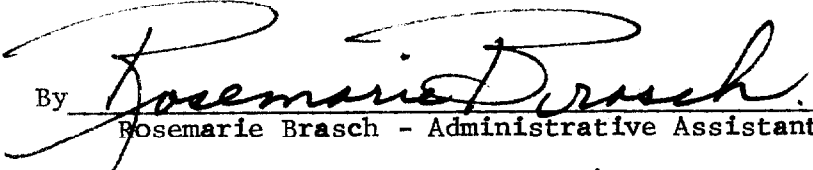
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of March, 1981.