

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

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Baltimore and Ohio Railway Company

Dispute: Claim of Employees:

- No. 1. That under the terms of the controlling Agreement the Carrier failed to call sufficient number of members of the "assigned wrecking crew" out of Willard, Ohio to a derailment at Bremen, Indiana, on the dates of April 7, 1978 and April 8, 1978, and utilized the services of two outside contractors and equipment and fifteen (15) outside contractor's groundmen.
- No. 2. That the claimants herein are relief members of the "assigned wrecking crew", and were not called to this derailment, and are in fact, recognized under the December 4, 1975 Agreement, Article VII, as assigned wrecking crew members.
- No. 3. That the Carrier be ordered to compensate the following carmen for their losses arising account of this violation: Carmen, P. W. Long and G. Bechtel, six hours at the time and one-half rate on April 7, 1978 and sixteen hours at the time and one-half rate on April 8, 1978, P. R. Mahl and C. L. Bittner, twelve hours at the time and one-half rate on April 7, 1978 and sixteen hours at the time and one-half rate on April 8, 1978.

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.

This case involves a claim by four relief crew members of the "assigned wrecking crew" for failure to be called as assigned wrecking crew members under Article VII of the December 4, 1975 Agreement, in connection with a derailment at Bremen, Indiana.

The record discloses that Carrier used two outside contractors and 15 groundmen, together with 6 of the 10 men comprising the "assigned wrecking crew"

from Willard, Ohio. The remaining 4 members of the assigned wrecking crew were not available at the time of the call.

The Organization contends that the four relief crew members should have been called to fill the vacancies in the assigned wrecking crew so as to meet the demands of the work involved in the derailment instead of allowing the outside contractor's groundmen to perform ground work at the wreck. The Organization asserts that relief "assigned wrecking crew" members are recognized as "assigned wrecking crew" members under Article VII of the December 4, 1975, Agreement, which reads in pertinent part:

"The contractor's ground forces will not be used, however, unless all available and reasonably accessible members of the assigned wrecking crew are called. ***"

The Organization maintains that the named relief crew members were available and reasonable accessible, but were not called.

Carrier submits that only 6 of the 10 assigned wrecking crew members responded to the call; two others refused the call; one did not answer the telephone; and one was on vacation. Carrier asserts that it complied with Article VII in that it did call all available and reasonably accessible members of the assigned wrecking crew; that relief crew members are not members of the assigned wrecking crew within the meaning and intent of Article VII or the Shop Crafts' Rules 141 and 142; and that no Agreement rule requires that relief crew members be called in the absence of members of the assigned wrecking crew. Carrier cites Second Division Awards 6497 and 6636 in support of this last point.

Rule 141 states in pertinent part:

"Regularly assigned wrecking crews will be composed of
Carmen ***"

Rule 142 states in pertinent part:

"*** a sufficient number of the regularly assigned crew ***"

Carrier points out that in order for an employee to be a member of an assigned wrecking crew (the language used in Article VII), he must be "regularly" assigned in accordance with Rules 141 and 142 of the Shop Crafts' Agreement.

The "assigned wrecking crew" has a given number of designated individuals. Under Article VII, as this Board has repeatedly found, "all available and readily accessible members of the assigned wrecking crew" must be called before Carrier may use a contractor's ground forces in connection with a wreck or derailment. In the instant case, Carrier used all six of the assigned wrecking crew members available; the remaining four members were not available.

We find no requirement in the Agreement rules that Carrier must call members of the relief crew when any of the designated members of the "assigned wrecking crew" are not available or do not make themselves available when called for wrecking service.

Article VII refers to "the Carrier's assigned wrecking crew"; i.e., named employees. Carrier's obligation is to call all such assigned wrecking crew members who are "available and reasonably accessible" before using a contractor's ground forces. Such obligation, in our view, does not extend to relief wrecking crew carmen, inasmuch as they are not designated, under the Agreement, as members of "Carrier's assigned wrecking crew". Accordingly, we shall deny the claim.

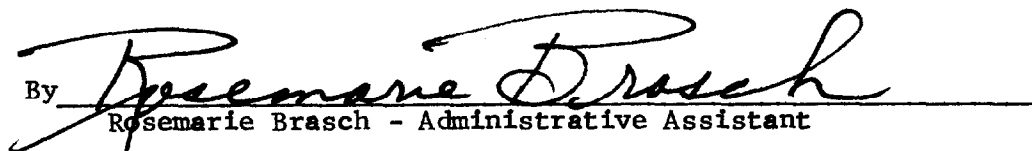
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of April, 1981.