

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
Soo Line Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement, the Soo Line Railroad Company violated Rules 10, 97 and 98 of the Shops Craft Agreement, when Carman D. Parvey, assigned Wrecker cook, was denied compensation of pay, when not allowed to accompany the Shoreham wrecker and crew, with the diner, to the derailment site at Utis, Michigan, when it left Minneapolis, Minnesota on January 16, 1980.
2. That accordingly, the Soo Line Railroad Company be ordered to compensate Carman D. Parvey, a total of 125½ hours at time and one-half, Carmen's rate of pay as shown.

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|------------------|-------|-----------|--|
| January 16, 1980 | ----- | 5 hours | |
| " 17, " | ----- | 16 " | |
| " 18, " | ----- | 7-2/3rd " | |
| " 19, " | ----- | 21 " | |
| " 20, " | ----- | 21 " | |
| " 21, " | ----- | 7-2/3rd " | |
| " 22, " | ----- | 7-1/6 " | |
| " 23, " | ----- | 16 " | |
| " 24, " | ----- | 16 " | |
| " 25, " | ----- | 8 " | |

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 Claimant in this case, a Wrecker Cook, was called to duty with a dining car to proceed to a derailment at a point distant from his regular assignment. Enroute to the wreck, the dining car developed flat spots and was bad ordered short of the wreck site. The Claimant was sent home and relieved from service at that point; another dining car/cook on the Stevens Point outfit handled both crews.

The Claimant demands compensation at the appropriate rate for the time the wreck crew spent at the site, contending he was improperly relieved from service. We find no support under the Agreement for such a claim. We do conclude the Claimant is entitled for all time he was in service up until the dining car he was accompanying was bad ordered. There is nothing in the Rules that requires the Carrier to retain the Claimant as an assistant cook on the other diner car as the Organization argues in this case.

A W A R D

Claimant is entitled to compensation for all services performed until the dining car was bad ordered at the appropriate rate of pay; no other aspect of this claim is awarded.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of March, 1983.