

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

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

Dispute: Claim of Employees:

1. That the Burlington Northern, Inc. violated Rules 7, 26, 83 and 86 of our Current Agreement when they used Hulcher Wrecking Service employees to rebuild trucks and rerail cars at Aylmer, North Dakota.
2. That accordingly, the Burlington Northern, Inc. be ordered to compensate Dilworth, Minnesota Wrecking crew Carmen O. V. Dawson, R. C. Cowie, L. Bernier, E. M. Olson, J. W. Zeller and D. M. Stulz in the amount of thirty-six (36) hours each at the time and one-half (1.5) rate for the days of March 28, 29 and 30, 1981.

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 employes 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 25, 1981, thirty-two cars derailed at Aylmer, North Dakota. The Carrier's Dilworth and Minot wrecking derricks and assigned crews were dispatched to the derailment site. These crews cleared twenty-six of the cars from the main line when units from the Hulcher Wrecking Service arrived, and all three crews cleared the remaining cars. At approximately 7:00 A.M., the main line was cleared, and the Dilworth wrecking crew was released and sent back to its home station arriving at 12:30 A.M. Hulcher and the Minot wrecking crews worked together rebuilding trucks and rerailing cars until 12:01 P.M., March 30, 1981, at which time Hulcher was released. This claim is for the time spent by Hulcher rebuilding trucks and rerailing cars after the Dilworth crew was released.

The Organization submits the Carrier violated the terms of the controlling Agreement when it released the Dilworth crew and used other than carmen to rebuild trucks and perform wrecking service. This work has been historically preserved to the carmen, and the Organization points out the Carrier has never disputed the fact that Hulcher groundsmen assisted the Minot wrecking crew in rebuilding trucks and making associated repairs. The Organization asserts that, when a wrecking crew has been called, the work belongs to the carmen.

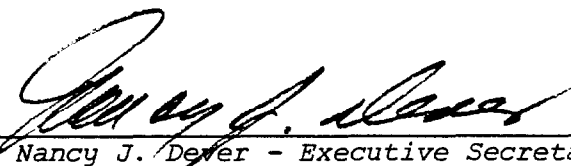
After the main line was cleared, the Carrier had the damaged cars rerailed to be brought in for repairs. The Carrier, in denying this claim, contended Hulcher was used because it had the "cats" to get the equipment to the right of way whereas the Dilworth derrick can only operate within the reach of the boom. While the Organization suggested in its submission that the Dilworth derrick could have wenched the cars close to the track, this assertion was not raised on the property. The Carrier has shown a necessity for its decision to use the Hulcher equipment in working with the Carrier's Minot derrick. Correspondingly, this Board is unable to find probative evidence necessary to sustain this claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 19th day of September 1984.