

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

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

Dispute: Claim of Employees:

1. That the Baltimore and Ohio Railroad Company violated the controlling Agreement, when on the date of January 12, 1982, they failed to call members of the New Castle Junction assigned wrecking crew to perform wrecking service at a location known as Newton Falls, Ohio and allowed carmen off a foreign railroad, Conrail, utilizing Conrail equipment, crane, etc., and crew out of Lordstown, Ohio to perform wrecking service on Baltimore and Ohio property, in lieu of claimants who were reasonably accessible and available, in violation of Rule 142-1/2 of the controlling Agreement.

2. That accordingly, Carrier be ordered to compensate claimants, members of the New Castle Junction assigned wrecking crew for all time lost account this violation as follows: A. Norcera, E. Cannistra, W. V. Mora, M. J. Rubin, E. J. Frank, W. B. Ford, R. A. Perrotta, W. Rogers, and S. C. Perrotta, each, eight (8) hours' pay at the time and one-half rate and one (1) hours' pay at the doubletime rate.

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.

This claim is in behalf of nine members of the New Castle, Pennsylvania, Wrecking Crew for eight hours' pay each at the one and one-half rate and one hour each at the double time rate. The background to the dispute is that, on January 12, 1982, a broken journal was discovered on Car C&O 38857 and Train Extra West 4298 stopped. The car was not derailed. The Carrier contends the New Castle wreck crane was out of service. The Organization disputes this assertion of fact. Notwithstanding, the Carrier called a Conrail off-track crane to perform the lifting work involved in the repairs. The repair involved the lifting of the car, the removing and replacement of the damaged truck.

The Organization argues the Claimants were reasonably accessible to the wreck and were available. It also contends that, by claiming the New Castle wreck crane was out of service, the Carrier was well aware that the work in question accrued to the Claimants as members of the New Castle Wrecking Crew.

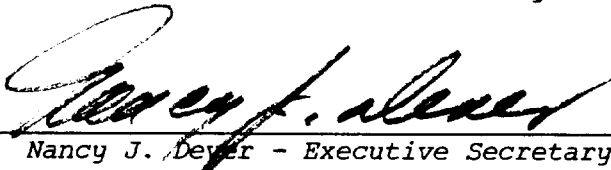
This Board disagrees with the Organization. The threshold issue is whether or not the work involved in replacing the truck was, in fact, work reserved to the Carrier's wreck crew. The car in question was not derailed nor was it wrecked. The car had a broken journal requiring replacement. Under the circumstances described, we are not able to conclude that the work involved triggered or mandated the use of the New Castle wreck crew. Therefore, the Claimants have no standing before us.

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 18th day of September, 1985