

The Second Division consisted of the regular members and in addition Referee John J. Mikrut, Jr. when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(Southern Pacific Transportation Company (Eastern Lines)

Dispute: Claim of Employees:

1. That the Southern Pacific Transportation Company (Eastern Lines) violated Article VII of the National Wrecking Service Agreement of December 4, 1975, Memorandum Agreement of May 31, 1979, and Letter of Understanding of May 31, 1979, when they failed to use the Lafayette, Louisiana wrecking crew when wreck occurred at Brimstone Siding on April 30, 1981.

2. That accordingly, the Southern Pacific Transportation Company (Eastern Lines) be ordered to compensate members of the Lafayette Wrecking Crew as follows:

K. R. Granger - 1 hour preparatory time 7:30 A.M.
to 8:30 A.M. at straight time rate;
1 1/2 hours from 8:30 A.M. to 7:30
P.M. at overtime rate and 2 hours
from 7:30 P.M. to 9:30 P.M. for
travel time at overtime rate.

M. W. Lancios - 3 1/2 hours from 4:00 P.M. to 7:30
P.M. at overtime rate; 7:30 P.M.
to 9:30 P.M. 2 hours travel time
at overtime rate.

G. Phillips - 4 1/2 hours from 3:00 P.M. to 7:30
P.M. at overtime rate; 2 hours from
7:30 P.M. to 9:30 P.M. travel time
at overtime rate.

F. C. Richard - 4 1/2 hours from 3:00 P.M. to 7:30
P.M. at overtime rate; 2 hours travel
time from 7:30 P.M. to 9:30 P.M. at
overtime rate.

R. J. Comeaux - 3 1/2 hours from 4:00 P.M. to 7:30 P.M.
at overtime rate; 2 hours travel time
from 7:30 P.M. to 9:30 P.M. at overtime
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.

On Thursday, April 30, 1981, at approximately 7:30 A.M., a major derailment occurred at Brimstone Siding which is located 37 miles east of Beaumont, Texas and 12 miles west of Lake Charles, Louisiana. The record shows that, in an effort to clear the derailment, Carrier utilized the services of three (3) outside wrecking crew contractors and eight (8) of its own Carmen classified employees for this purpose. Of the eight (8) Carmen so utilized, five (5) were from Carrier's facility at Beaumont, Texas and three (3) were from Carrier's Lake Charles, Louisiana facility.

Subsequent to said incident, a Claim was filed which contended, as per Article VII of the parties' National Wrecking Service Agreement of December 4, 1975, the Memorandum of Agreement of May 31, 1979, and the Letter of Understanding of that same date, that Carrier should have utilized the services of the six (6) man wrecking crew which was stationed in LaFayette, Louisiana to perform the disputed wrecking service work on April 30, 1981.

As best as can be discerned from the record, Organization's basic contention is not that outside contractors were utilized to perform the essential wrecking service work on April 30, 1981, but rather that Carrier's six (6) man, Lafayette, Louisiana wrecking crew was not called to assist in that effort and that such work was instead assigned to eight (8) other Carmen - - five (5) from Carrier's Beaumont, Texas facility and three (3) from Carrier's Lake Charles, Louisiana facility. Carrier, on the other hand, maintains that its actions in this matter were in compliance with the provisions of the aforestated Agreement, Memorandum and Letter of Understanding.

The Board has carefully read, studied and considered the complete record in this dispute and is convinced that Carrier's position, as presented, is correct and, therefore, must prevail.

Quite obviously, the disposition of this matter is significantly impacted by the Parties' three (3) written agreements which have already been referenced hereinabove. While it might reasonably be argued that the pertinent language of Article VII of the National Wrecking Service Agreement of December 4, 1975 and the Memorandum Agreement of May 31, 1979, when read either separately or in combination, is ambiguous and thus susceptible to the interpretation which Organization presently urges, the parties' Letter of Understanding of May 31, 1979 is, nonetheless, a clear, precise and unambiguous document which, when considered either alone or in combination with

the other two (2) agreements, can have but one and only one meaning. That meaning, which has been advanced by Carrier herein, is that in situations when an outside contractor is called upon to perform wrecking service, six (6) of Carrier's reasonably accessible groundmen must be used, but said groundmen employees " . . . would not necessarily be all from Houston, San Antonio or LaFayette . . ." which are the locations of the three (3) Carrier wrecking crews specified in the Parties' Memorandum Agreement of May 31, 1979.

Given the clarity of the Parties' aforestated Letter of Understanding of May 31, 1979, and absent any supportive evidence that the singular interpretation derived therefrom is incorrect or otherwise improper, or that there is a contravening, mutually agreed upon practice in existence between the Parties which would negate said language, the Board can only rule that Carrier's action in the instant dispute was proper.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of January 1986.