

The Second Division consisted of the regular members and in addition Referee Elliott H. Goldstein when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Maine Central Railroad Company
(Portland Terminal Company

Dispute: Claim of Employees:

1. That the Maine Central Railroad Company (hereinafter referred to as the Carrier) violated the provisions of the current Agreement, namely Rules 96, 97 and letter of Agreement dated May 9, 1980, at the scene of a derailment at Winslow, Maine, on September 13 and 14, 1982.

2. That accordingly, the Maine Central Railroad Company additionally compensate the regularly assigned wrecking crew members headquartered at Rigby the same amount of time worked by the Waterville road truck carmen at the scene of the derailment at Winslow, Maine on September 13 and 14, 1982, plus travel time from Rigby Yard and return.

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.

There is no material dispute of facts concerning the instant Claim. On September 13, 1982, Carrier's Train R. B. 1 derailed at Winslow, Maine within the Waterville Yard Limits. Carrier maintains wrecking crews at its Waterville Yard and its Rigby Yard. At the time of the derailment, the wrecking crane located at Waterville was out of service. The Carrier transferred the Rigby wrecking outfit from the Rigby Yard in South Portland, Maine to the Waterville Yard at Winslow, Maine. Rather than using the Carmen from the Rigby wrecking crew (Claimants herein), the Carrier assigned Carmen from the Waterville crew to perform the necessary work, which amounted to seven hours on September 13, 1982 and five hours on September 14, 1982.

The Carrier asserts that it is not a violation of Rules 96, 97 and the Letter of Agreement dated May 9, 1980 to temporarily transfer the wrecking equipment as it did here. Further, according to the Carrier, since the derailment did not occur within the geographical territory covered by the Rigby wrecking crew, and since there is nothing in the Controlling Agreement that specifically assigns a particular crane to a particular wrecking crew, there was no obligation to call the Rigby crew for work on the derailment at the Waterville Yard.

Rule 97 states:

"When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work."

The precise issue raised in this case was considered in Second Division Award No. 10745. In that Award, the Carrier therein argued (as here) that because a derrick was undergoing repairs, the Carrier therefore had the right to bring in wrecking equipment without a crew from another geographical area. The Board considered the same contractual language involved herein and found:

"The issue involved is not one of first impression before the Board. Numerous prior Awards have been issued by this Division involving rules similar to Rules 124 and 125 relied upon by the Organization herein, upholding the rights of regularly assigned wrecking crew members to accompany the wrecker derrick when used in the territory of or beyond the points where other wrecking outfits were maintained. See Second Division Awards Nos. 2185, 4675 and others cited therein, 5003, 5492 and others cited therein, and 7307. We do not consider the many prior Awards to be in palpable error.

* * *

We will sustain the claim to the extent that Claimants be paid the difference between what they earned on March 13, 1983, and what they would have earned on that date if they had accompanied the Bellevue derrick to Clarksfield, performed the rerailment work at that location and accompanied the derrick back to Bellevue."


For the reasons set forth in Second Division Award No. 10745 we shall sustain the Claim to wit: that Claimants be paid the difference between what they earned, if anything, on September 13 and 14, 1982, and what they would have earned on those dates if they had accompanied the Rigby wrecking outfit to Waterville, performed the work at that location and accompanied the wrecking outfit back to Rigby, including any contractually provided travel allowances.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of October 1986.