

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13108
Docket No. 12932-T
97-2-94-2-83**

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

**(Brotherhood of Railway Carmen, Division of
(Transportation Communications International Union
PARTIES TO DISPUTE:(
(CSX Transportation, Inc. (former Baltimore and
(Ohio Railroad Company)**

STATEMENT OF CLAIM:

"Claim of the Committee of the Union that:

- 1. That the Carrier violated Rules 141 and 142 of the controlling Agreement revised and reprinted January 1, 1980 on January 31, 1992 at the Cumberland, Maryland Locomotive Shop whenever Employees of the Machinist and Laborer (IBF&O) Crafts were utilized to perform rerailling activities within Yard Limits.**
- 2. That the Carrier be ordered to compensate Carmen R. E. Hamilton, H. L. Harbaugh, and D. L. Mills the amount of (2) hours and forty (40) minutes Carmen rate of pay in effect on January 31, 1992."**

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 were given due notice of hearing thereon.

As Third Party in Interest, the International Brotherhood of Firemen & Oilers was advised of the pendency of this dispute, but chose not to file a Submission with the Board. As Third Party in Interest, the International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute and chose to file a Submission with the Board.

The salient facts which led to the instant claim are not in dispute. On January 31, 1992, a locomotive derailed in the Carrier's Cumberland, Maryland, Locomotive Shop. The Locomotive Shop is within yard limits at Cumberland. A Carman, two Machinist Helpers, a Laborer and a Supervisor were assigned to reraill the locomotive.

Machinist Helper Breighner assisted Carman Whitlock with carrying blocking. Machinist Gilmore operated the locomotive. Laborer Dodrill passed signals and Supervisor Shrout supervised the rerailling. Carman Whitlock placed the blocks. Neither a wreck derrick, nor a crane was used to reraill the locomotive in the shop.

The Organization filed a claim on behalf of three Carmen for two hours and 40 minutes of pay. The Organization avers that pursuant to Rules 141 and 142 of the Agreement Carmen have the exclusive right to perform work on wrecks and derailments within yard limits.

This Board has consistently held that unless a wrecking crew was called for wrecks or derailments there is no exclusive right to this work. Conversely, where a wrecking crew has been called and wrecking equipment has been used this work belongs to Carmen. (See, for example, Second Division Award 6030.) Moreover, on the former Chesapeake and Ohio Railway the practice has been to use Laborers as well as other crafts to reraill cars within shop limits when wrecking equipment is not used. (See Second Division Award 12516.)

The Organization argues that Rule 142 of the Agreement gives Carmen the exclusive right to work on wrecks and derailments within yard limits. However, in our considered opinion, the Organization reads the second sentence of Rule 142 out of context. We agree with Second Division Award 4337 that Rule 142 addresses the composition of wrecking crews and is applicable only when wrecking crews are called.

Because a wrecking crew was not called to rerail the locomotive which had derailed in the Cumberland Locomotive Shop on January 31, 1992, Rule 142 was inapplicable.

The Organization further claims that carrying wooden blocks and passing signals is exclusively Carmen's work, but this Board must respectfully disagree. Carrying wooden blocks and passing signals have been routinely performed in this industry by many different crafts or classes of employees. It should be noted that in the instant dispute a Machinist Helper helped Carman Whitlock carry blocking, but that Carman Whitlock actually placed the blocking to rerail the locomotive.

For all the foregoing reasons, the instant claim must be denied because there was no violation of Rule 141 or 142 inasmuch as no work exclusively reserved to Carmen was performed by Machinist Helpers or Laborers on January 31, 1992.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 7th day of March 1997.