

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 25164

Docket No. 44886

00-1-99-1-B-2141

The First Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

(Brotherhood of Locomotive Engineers

**PARTIES TO DISPUTE:** (

(Belt Railway Company of Chicago

**STATEMENT OF CLAIM:**

“Claim of Engineer D. Groff, and others as set forth in “Attachment A”, for a basic day at yard rate in addition to all other earnings each date when required to perform yard service for foreign carriers in violation of Article V of the agreement and Rules governing Interchange. Claims involved in this dispute were identified in handling as Claims Nos. E-2, E-3, E-17, E-18 and E-19-98.”

**FINDINGS:**

The First 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.

The Organization filed these claims for engineers making interchange deliveries to the UP and Conrail. In all the claims the Organization argues that the Claimants were required to do work in violation of the May 13, 1971 BLE Agreement.

The facts in the various claims are:

"Claim No. E-2-98

On May 3, 1998, Engineer D. Groff was making an interchange movement to the Union Pacific's Proviso Yard. After delivering his train to the designated interchange track in Yard 9, he was instructed to deliver several diesel units, which fit on the interchange track, to the Diesel Ramp located next to Yard 5. Exhibit 1.

Claim No. E-3-98

On June 13, 1998, Engineer P. Kositzky was making an interchange movement to the Conrail Yard at Ashland Avenue Yard. Instead of placing the train on the designated interchange track, Engineer Kositzky and his crew were directed to switch out the entire train, and were actually given a switch list directing them as to which cars were to be placed on the several tracks the cars on which the cars were to be placed. Exhibit 2.

Claim No. E-17-98

On July 24, 1998, Engineer L. McDowell delivered a train in interchange to the Union Pacific at Yard 9 in Proviso, and, rather than leave the train intact on the designated track, was told by the Yardmaster (and the Belt dispatcher) to make a specific cut on the train and place two locomotives to prepare the train for a subsequent outbound (UP) trip. Exhibit 3.

Claim No. E-18-98

On July 28, 1998, Engineer L. McDowell delivered a train in interchange to Proviso. He was instructed to leave a portion of the train in Yard 4 and then picked up an additional 83 cars and took them to Yard 9. Yard 9 is nearly 3 miles northwest of Yard 4. Exhibit 4.

Claim No. E-19-98

On August 23, 1998, Engineer M. Burdett, working in transfer (interchange) service was ordered to couple up Track No. 40 in the Conrail's Ashland Avenue Yard. Exhibit 5."

The Carrier never denied the facts of the cases and failed to respond to the Organization's letter of September 20, 1999 which states the facts as well as the provisions of the Agreement that were violated.

Inasmuch as the Carrier failed to respond to the above letter, the Board is left with no choice but to accept the Organization's position. The Agreement was violated.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division

Dated at Chicago, Illinois, this 27th day of October, 2000.