

PUBLIC LAW BOARD NO. 4975

Award No. 81

Case No. 81

CSXT No. 4(95-1356)

UTU No. B0494282

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION

and

CSX TRANSPORTATION, INC.

Statement of Claim

Claim of Foreman J. L. Montgomery, I.D. No. 173221, and Switchman F. H. Hassler, I.D. No. 157030, dated February 9, 1995, for eight (8) hours pay.

Findings

The Board, upon consideration of the entire record and all of the evidence, finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended; that this Board has jurisdiction over the dispute involved herein; and that the parties to said dispute were given due and proper notice of hearing thereon.

On February 9, 1995, Train F703 was located at Laurel Avenue, at West Hamlet, inside the switching limits of Hamlet Yard. Its crew had run out of time to work under the Hours of Service Law, and did not have time to yard the train. At 8:00 a.m. the crew for Train F702 reported for work at Hamlet Terminal, and were instructed by the trainmaster that they would be transported to Yard A to get a set of yard hump engines and go to Laurel Avenue to pull Train F703 into the receiving yard. The crew of Train F702 yarded F703 and took the engine power to the diesel shop. At 2:30 p.m., the crew departed Hamlet Yard with Train F702.

Claimants, who were first and second out on the yard extra board, filed claims for 8 hours each on February 9, 1995, on the basis that the work performed by the crew of Train F702 was yard work that they should have been called to perform.

In denying the claim, the carrier took the position that:

The move made within the terminal was performed under the provisions of the 1991 Implementing Agreement of P.E.B. 219 (Road/Yard service rules). Under these rule changes, road crews may perform transfer moves within the initial terminal and under such circumstances, the move is considered to be in connection with their own assignment. . . . It is therefore our position that the described move which is the basis of this appeal, may be made without any penalty payment.

The organization took the position that there is no

validity to the carrier's argument. It states that Article VII, Section 1(a) of the 1991 UTU National Agreement imposes the obligation and requirement that any work performed by road crews must be "...in connection with their own assignment." The use of the road crew on Train F-702 to yard F-703's inbound train did not have any connection with their (F-702) road trip.

The carrier argued before this Board that the service performed by the road crew of Train F70209 was permissible under the provisions of the Article VII of the November 1, 1991 UTU Implementing Document, which were written pursuant to the recommendation of PEB 219.

The Chairman of this Board was also the Chairman of PEB 219. Nothing in the record of PEB 219 supports the carrier argument that the recommendations of that PEB gave the carriers the right to combine road and yard work except where the work was performed in connection with the regular road assignment of the crew.

The carrier has cited several cases which might be interpreted as reaching a different result. To the extent such cases found that work need not be in connection with the road crew's own assignment, such

decisions are not consistent with the intent of PER
219.

Award

The claim is sustained.

Robert O. Harris
Robert O. Harris
Chairman and Neutral Member

D. A. Noell
D. A. Noell
For the Carrier

R. D. Snyder
R. D. Snyder
For the Organization

Jacksonville FL, Dec 5th, 1996