

PUBLIC LAW BOARD NO. 5180

PARTIES TO DISPUTE:

United Transportation Union

AWARD NO. 268

CASE NO. 268

-and-

CSX Transportation

STATEMENT OF CLAIM:

Claim of Conductor J. W. Anderson, ID 166576, for one (1) yard day account required to perform yard switching at Savannah Terminal on 12/19/97.

FINDINGS:

This Public Law Board No. 5180 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

On December 19, 1997, Claimant J. W. Anderson was assigned to Train Q69418. Upon arrival at his final terminal, the Claimant yarded his train in Tracks 2 and 8. After putting his engines in the shop, the Claimant was instructed to get Switch Engine 1203 from the shop and to use this engine to transfer 76 cars from Track 4 to the Norfolk Southern Railroad. Yard crews were on duty at the time this work was performed.

As a result of performing this work at his final terminal, Claimant submitted the instant claim for 1 day at the yard rate.

In the appeal of this claim, the Organization relied upon Article Gen-14 and Article Yd-2 of the Schedule Agreement and argued that the Claimant was required to perform work not in connection with his train. In response, the Carrier cited Article VII of the 1991 UTU Implementing Document and argued that the Claimant performed work in connection with his train. ~~_____~~

Article VII, Section 1(a) of the 1991 Implementing Document provides:

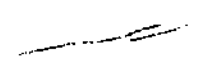
Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of those moves -- those previously allowed plus the new ones -- may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

In interpreting this language on this property, Award 81 of Public Law Board 4975 (Harris) found that it did not allow the Carrier to use a road crew to yard an Hours of Service Law train, that had died within switching limits, with a set of hump engines prior to getting its own engines and cars and departing on its road trip. The Carrier did not dissent to Award 81 of Public Law Board 4975.

Admittedly, in the present case, the Carrier relies upon Award 48 of Public Law Board 5441, a subsequent award rendered by Arbitrator Harris on an affiliated property, and notes that the work performed by the Claimant in the present case was performed in accordance with his work order.


The Carrier's reliance is misplaced. On this property, the former SCL, work orders have never defined a train. Additionally, Award 81 of Public Law Board 4975 found that work of the nature involved in this case was not performed in connection with the road crew's train. On this basis, this Board shall sustain this claim.


The Carrier is directed to comply with this award within thirty (30) days.




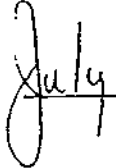
AWARD

Claim sustained


D. P. Twomey
Chairman and Neutral Member


J. C. Hancock
Organization Member


C. J. Wexel
Carrier Member

Date:  July 26, 2000