

PUBLIC LAW BOARD NO. 5400

**Case No. 22
Award No. 22**

STATEMENT OF CLAIM:

Claim of Conductor G. R. Stewart and crew for 100 miles account instructed to pilot a crane at the final terminal by throwing a switch from the Stockyard Track to the Stockyard Pass on April 2, 1990.

FINDINGS:

On April 2, 1980, Claimant was conductor of Train CMBSB-01, a unit coal train, Rawlins to Cheyenne, Wyoming. Upon arrival at Cheyenne, it was determined that the train contained several overloaded coal cars which would have to be reduced prior to tie-up. According to the Organization and not denied by Carrier, the normal procedure is for the road crew to yard its train on Mainline No. 4, after which a yard pilot pilots a crane and operator from the Stockyard Track to the Stockyard Pass, located beside Mainline No. 4, from which point the crane operator unloads the appropriate amount of coal from the overloaded cars. On this occasion, there was no pilot accompanying the crane. Claimant was instructed to line the switch which permitted the crane to move alongside the overloaded cars.

The Organization contends that lining the switch ("piloting the crane") is yard work and cannot be required of a member of the road crew.

Carrier contends that Claimant simply performed incidental work in connection with his own assignment, as permitted by Article VIII, Section 3 (a) (1) of the 1985 National Agreement:

“(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

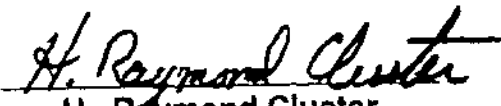
(1) Handle switches”

The issue is whether Claimant handled the switch in this instance “in connection with his own assignment.” In the Board’s judgment, he did not. The assignment involved was that of the crane, not the road assignment. The job of handling switches for the crane was normally performed (as asserted by the Organization, not denied by Carrier) by a yard pilot. We make no ruling on whether or not a yard pilot was required to be called, or whether the switches could have been handled by some other non-road personnel, but we are satisfied that it was not work incidental to the road crew’s assignment. To so hold would unreasonably stretch the meaning and intent of Article VIII (3) (a) (1). In our view, this case is readily distinguishable from the situation in PLB 4503, Award No. 1, cited by Carrier, in which an engineer, in the absence of his other crew members who were busy elsewhere with other duties, aligned a switch to permit the entrance of his own train into the track on which it was to be yarded.

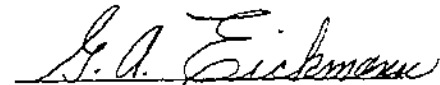
In sustaining the claim, we agree with the Carrier’s position that if sustained, it should be only for the employee who handled the switch, not the whole crew. On the other hand, while we are also inclined to agree that the more appropriate claimant would be the

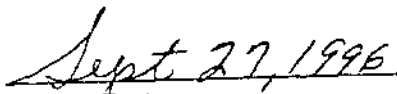
first-out rested yardman, we are not prepared, having found a violation as alleged, to disallow the claim on that technical ground, as requested by Carrier.

Award: Claim sustained for conductor only.


H. Raymond Cluster
Chairman and Neutral Member


A. Terry Olin
Carrier Member


G. A. Eickmann
Employee Member


Date