

UTU 59547/600

MGT. NO. 4(93-771)

PUBLIC LAW BOARD NO. 5907

Case No. 4
Award No. 4

United Transportation Union)
) PARTIES
CSX Transportation, Inc.) TO
) DISPUTE

STATEMENT OF CLAIM

Claim of Conductor L.R. Bartlett (010202) and Brakeman A.E. Boor (517491) for one penalty day in addition to their earnings on December 3, 1992 account of performing yard service within Cumberland Terminal.

FINDINGS

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

Claimants worked in pool service between Baltimore and Cumberland, Maryland. On the claim date Claimants arrived at Cumberland, their final terminal, and yarded their train on Track No. 2. After yarding its train, the crew was instructed to take its three engines to the East Bound Engine Lead, and pick up two more engines. After picking up the engines, the crew was required to place all five engines on the Shop Service Track. At the time the work was performed five yard engines were on duty.

The Organization argues that the work of picking up the additional engines and placing them on the shop tracks is a violation of the Schedule Agreement, and that the October 31, 1985 National Agreement as amended by PEB 219 does not permit such work to be performed without additional compensation.

The Carrier argues the opposite. It avers such work is permissible under the terms and conditions of the National Agreement. It also argues that there is no basis for the penalty day as claimed. It takes the position that the work performed was an engine exchange and additional payment for such work has been eliminated.

The Carrier has the right to require road crews to place their engines on shop tracks after the conclusion of the road trip. However, when the Claimants were required to pick up additional locomotives and move them along with their consist, they were hostling engines that were not part of their assignment. As such, the Agreement was violated. This decision is

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consistent with Award No. 5978 of Special Adjustment Board No. 18, Award No. 44 of Public Law Board No. 4068, and Award No. 34 of Public Law Board No. 4975.

As to the argument that the penalty claim is not justified, this Board finds the position taken by the Carrier and the awards cited do not fit this case.

AWARD

Claim sustained. Carrier will comply with this Award within 30 days from its date.


R.G. Richter, Chairman

E.F. Norton, Carrier Member


J.T. Reed, Employee Member

Dated _____