

PUBLIC LAW BOARD NO. 5907

Case No. 6
Award No. 6

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

STATEMENT OF CLAIM

Claim on behalf of Conductor R.D. Musgrave (096802) and Brakeman R.L. Roots (098584) for one day's pay at yard rate on January 18, 1993, due to road assignment performing yard transfer work.

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.

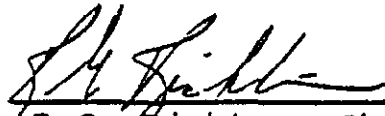
Claimants were assigned to Pool Turn #9 in the Cincinnati-Lima, Ohio pool. On the claim date claimants were called for a coal train. Upon arrival for work the claimants were instructed to take a taxi to RH Tower to board Train Q501-17, whose crew was relieved due to the Hours of Service Act, and bring it to the yard. After yarding the train and placing the engine on the Pit Track the crew proceeded to their authorized coal train and left the terminal. At the time of the yarding of Train Q501-17 over 20 yard crews were on duty in the terminal.

The issue in this dispute is whether the work performed by the claimants prior to leaving the terminal was permissible under the terms of the October 21, 1985 National Agreement as amended by PEB 219.

The issue has been previously decided by Award No. 81 of Public Law Board No. 4975. In that case the Board ruled such work is not permissible under the terms of the Agreement. This Board finds no reason to ignore that decision.

AWARD

Claim sustained. The Carrier is ordered to comply with this Award within 30 days of its date.



R.G. Richter, Chairman



H. S. Emerick, Carrier Member



J.T. Reed, Employee Member

Dated SEPT. 4, 1997