

PUBLIC LAW BOARD NO. 5483

PARTIES	UNITED TRANSPORTATION UNION)	
)	AWARD NO. 38
TO	AND)	
)	CASE NO. 38
DISPUTE	PADUCAH & LOUISVILLE RAILWAY, INC.)	

STATEMENT OF CLAIM:

Claim of Paducah & Louisville Railway, Inc. ("P&L") Conductor E. A. Puckett, and Brakeman T. G. Myrick, Paducah, KY, for payment of one (1) additional day's pay at the local rate of pay, on the date of September 19, 1996, account violation of Labor Agreement.

HISTORY OF DISPUTE:

On September 19, 1996 Claimants were crew members on the Paducah, Kentucky to West Yard to Paducah (PWP) Local. Upon their return to Paducah Claimants were instructed by the Senior Trainmaster to stop at VMV Industry, a business located within the Paducah Terminal, to switch an engine into their train and to proceed into the Paducah Yard. Claimants complied with the instructions and filed the claim in this case.

The Carrier denied the claim. The Organization appealed the denial to the highest officer of the Carrier designated to handle such disputes. However, the dispute remains unresolved, and it is before this Board for final and binding determination.

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FINDINGS:

The Board upon the whole record and all the evidence finds that the employees and the Carrier are employees and Carrier within the meaning of the Railway Labor Act, as amended, 45 U.S.C. §§151, et seq. The Board also finds it has jurisdiction to decide the dispute in this case. The Board further finds that the parties to the dispute, including Claimants, were given due notice of the hearing in this case.

The Organization's theory in support of the claim in this case is that Claimants engaged in two classes of service on the claim date and therefore are entitled to the additional compensation claimed. Specifically, the Organization maintains that Claimants' assignment was in local freight service but that picking up the engine at VMV Industry and taking it into Paducah Yard was yard service which entitles Claimants to the additional compensation sought in the claim.

Emphasizing the fact that there are no switching limits on this Carrier, the Carrier denies that Claimants engaged in two classes of service on the claim date. Accordingly, urges the Carrier, the claim is without merit and should be denied.

The claim in this case is not materially different from the one which was before this Board in Award No. 31, Case No. 31. The positions and arguments of the parties are virtually identical in the two cases. There we sustained the claim on the basis that the Carrier had required Claimants to engage in two classes of service on the claim dates.

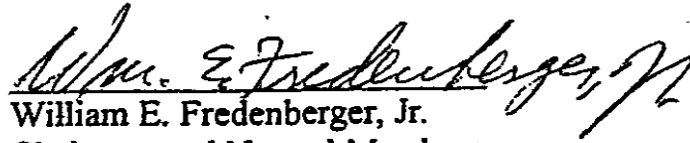
We believe the same result should obtain in this case.

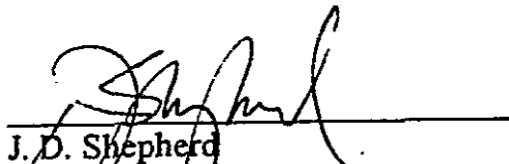
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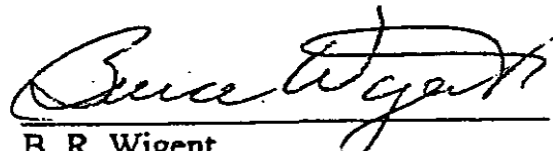
AWARD

Claim sustained.

The Carrier will make this award effective within thirty days of the date hereof.


William E. Fredenberger, Jr.
Chairman and Neutral Member


J. D. Shepherd
Carrier Member


B. R. Wigent
Employee Member

DATED:

8-4-99