

PUBLIC LAW BOARD NO. 5907

Case No. 3

Award No. 3

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

STATEMENT OF CLAIM

Conductor T.P. Queen, ID 088658, and Brakeman T.W. Halcomb, ID 079165, claiming one yard day at Hamilton, Ohio on D-742-03; claim date 6/3/93.

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 1st C&D Switcher operating from Middletown, Ohio to Hamilton, Ohio and return. On the claim date when the crew arrived at Hamilton they left their engine in New River Yard. The claimants were taxed to MP25 where they got another engine and eight cars. The crew returned to New River Yard placing the engine and cars on Track No. 1. A yard assignment was on duty at the time the work was performed.

The Organization takes the position that the work done by the Claimants violated Schedule Agreement Rule 104.

The Carrier argues the work performed is permissible without additional compensation. It avers the October 31, 1985 National Agreement as amended by PEB 219 permits such work to be done.

In Award No. 81 of Public Law Board No. 4975 involving the same parties the Board sustained the claim in which similar work was performed. In that Award the Board held:

The Chairman of this Board was also the Chairman of PEB 219. Nothing in the record of PEB 219 supports the carrier argument that the recommendations of that PEB gave the carriers the right to combine road and yard work except where the work was performed in connection with the regular road assignment of the crew.


The carrier has cited several cases which might be interpreted as reaching a different result. To the extent such cases found that work need not be in

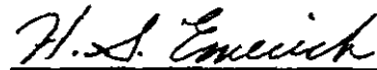
connection with the road crew's own assignment, such decisions are not consistent with the intent of PEB 219.

The Board finds no reason to deviate from the above findings.

AWARD

Claim sustained. Carrier will comply with the award within 30 days from its date.


R.G. Richter, Chairman


H.S. Emerick, Carrier Member
DISSENT ATTACHED
Dated SEPT. 4, 1997


J.T. Reed, Employee Member

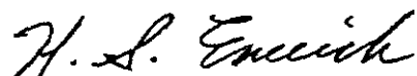
CARRIER MEMBER'S DISSENT TO AWARD NO. 3

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A review of the submission filed in this case discloses that the claimants were transported by taxi from Middletown to Hamilton on the claim date. The claimants did not operate a train to Hamilton. This fact was apparently unclear in the carrier's "statement of facts. " At Hamilton, they picked up their operating unit and proceeded to perform industrial switching; therefore, the facts contained in the Award are not correct.

The Organization furnished the Neutral with a copy of Award No. 81 of PLB No.4975 after the hearing which apparently added further confusion to the Board. Award No.81 involved the claim of yardmen who were first and second out on the yard extra board at Hamlet that they should have been called to perform yard work that was performed instead by a road crew. After the road crew had reported for duty, they were transported to another yard in Hamlet Terminal and instructed to get a set of yard hump engines, proceed to another location in that terminal and pull a train whose crew had expired under the Hours of Service Law into the receiving yard at Hamlet. After yarding that train, the crew took the yard hump engines to the diesel shop and, after being on duty for six and one-half hours, picked up their outbound train and power and departed Hamlet on their road trip. It is readily obvious that the instant case is distinguishable from Award No. 81.

Accordingly, we must treat this as a non-event due to the confusion of the facts.



H. S. Emerick, Carrier Member